

DSASA Code of Ethics



DIRECT SELLING ASSOCIATION OF SOUTH AFRICA

www.dsasa.co.za

A member of WFDSA

*World Federation of Direct Selling
Associations*

www.wfdsa.org

The DSA of South Africa's
Code of Ethics has (3)
sections:

1.

Conduct toward
Consumers

2.

Conduct between
Companies and Direct
Sellers

3.

Conduct between
Companies

DIRECT SELLING ASSOCIATION OF SOUTH AFRICA

CODE OF ETHICS

The DSA Code of Ethics is enforced by an independent code administrator who may be an employee of a member company. All member companies have agreed to honor the administrator's decisions. To file a complaint, contact the [DSA Secretariat](#).

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INTRODUCTION

This Code of Ethics (the 'Code') is aimed at achieving the satisfaction and protection of consumers, the promotion of fair competition between Member Organisations, the provision of gainful income earning opportunities and the protection of persons contracted as Direct Sellers to represent Members. These objectives are to be achieved within the framework of free enterprise, and the enhancement of the public image of the Direct Selling Industry.

The Code is intended to govern the conduct of all Member Organisations of the Direct Selling Association of South Africa (DSA) and all persons contracted either as employees or independent contractors acting as Direct Sellers of such member organisations. The Code embodies established principles that have been observed by the majority of members of the Direct Selling Industry for many years. The principles set out do not interpret, qualify or supplant the law of the land, and are not

intended to be applied to non-consumer sales. These principles do not replace the rights or remedies a consumer may derive by virtue of any agreement, the common law or any legislation. It is nevertheless conceivable that conduct which is the subject of a contract and which may not be in conflict with statutory or common law, may still amount to an unacceptable business practice in terms of the Consumer Protection Act 68 of 2008.

This Code is published in accordance with requirements as set out in the World Code of Ethics for Direct Selling as published by The World Federation of Direct Selling Associations (WFDSA).

This Code contains guidance on the interaction between:

1. DSA Member Organisations and their existing and prospective distributors and/or sales representatives;
2. DSA Member Organisations and their distributors/sales representatives and Consumers of the Member Organisation's Products;
3. Member Organisations as they compete in the marketplace; and
4. Individual Complainants, the DSA Code Administrator, and DSA Member Organisations.

When considering complaints regarding non-compliance with this code the DSA will take the provisions set out in the Code into account. This applies only to complaints involving Member Organisations of the DSA and their employees or direct sellers. In this respect, the Code is therefore more than a voluntary code of ethics, as compliance with the Code and its provisions, is a condition of continued membership of the DSA.

It should not be overlooked that consumers also have a role to play. They must fully acquaint themselves of their rights and obligations as they are set out in any relevant contract that they may conclude with a DSA Member.

1. GENERAL

1.1 Scope

The Code contains sections entitled "Conduct for the Protection of Consumers," "Conduct between Member Organisations and Direct Sellers," and "Conduct Between Companies." These three sections address the varying interactions across the spectrum of direct sales. The Code is designed to assist in the satisfaction and protection of Consumers, establish industry standards within the framework of free enterprise and enhance the public image of Direct Selling.

Q & A

Who are Direct Sellers?

People or entities that are entitled to buy and/or sell the products of a Company and market those products directly to consumers away from a fixed location.

Are direct selling Companies required to comply with the DSA Code of Ethics?

Yes, Companies that are members of the Direct Selling Association pledge to adopt, enforce and publicise the DSA Code of Ethics.

1.2 Definitions

“Board”

Refers to the Board of Directors of the DSA as duly elected from time to time.

“Code Administrator”

An independent person, who may be an employee of a Member Organisation, or body appointed by the DSA to monitor together with the Ethic’s sub-committee Members’ compliance with the DSA’s code and to assist in the resolving of complaints under the code. It is also the function of the code administrator to ensure that the code is maintained and kept current taking into account changing market conditions and legislative updates.

“Consumer”

Any person who purchases and consumes Products from a Direct Seller or a Member Organisation.

“Direct Sellers”

A Direct Seller is a person who is a member of a distribution system of a Direct Selling Member Organisation. A Direct Seller may be independent commercial agents, independent contractors, independent dealers or distributors, employed or self-employed representatives, franchisees or the like. A person or entity that is entitled to buy and/or sell the Products of Member Organisations and that may be entitled to recruit other Direct Sellers. Direct Sellers generally market consumer products directly to Consumers away from a permanent, fixed retail location, usually through the explanation or demonstration of products and services.

“Direct selling”

The marketing of consumer products directly to the consumer generally in their homes or the homes of others, at their workplace, by way of group presentations and other place’s away from permanent retail outlets, usually through explanation, demonstration and audio visual presentations of the products by a direct seller.

“DSA”

The Direct Selling Association of South Africa which is a National body representing the interests of the Direct Selling Industry and offering protection to the general consumer community and direct sellers alike.

Q & A

What is a “cooling-off” period?

A cooling-off period is a specified amount of time in which the customers may cancel an order without any specific reason. All Direct Selling Association member Companies and affiliated direct sellers must offer a cooling-off period whether or not it is a legal requirement.

“Member Organisation”

A member organisation (Member) is a business entity which utilises a Direct Selling model for the marketing of products and services and is associated with the DSA trademark (DSA Logo) and which is a fully paid up member. A member may be a company, Closed Corporation or individual business.

“Multilevel Marketing”

A unique method of marketing also referred to as Network Marketing or Referral Marketing where business owners introduce others into their network to assist with the distribution of products and in doing so share in the income of those that they have introduced.

“Order form”

A printed or written document confirming details of a Consumer order and providing a sales receipt to the Consumer. In the case of Internet purchases, a form containing all terms of the offer and purchase provided in a printable or downloadable format.

“Party selling”

Selling through explanation and demonstration of products to a group of prospective customers by a Direct Seller, usually in the home of a hostess who invites others for this purpose.

“Product”

Product includes goods and services, both tangible and intangible.

“Pyramid Scheme”

Pyramid schemes are illegal money making schemes outlawed in terms of Consumer Protection Act 68 of 2008. Such schemes generally involve large numbers of people at the bottom of the pyramid who pay money to a few people at the top for a chance to advance up the pyramid and profit from others they recruit below them. Pyramid schemes generally have no product and are disguised as legitimate multi-level marketing programmes.

“Recruiting”

Any activity conducted for the purpose of inducing another person to become a Direct Seller.

Q & A

Are Direct Sellers required to comply with the DSA Code of Ethics?

Direct sellers are indirectly bound by the DSA Code of Ethics. They are required by the DSA member Company to adhere to the DSA Code of Ethics.

“Selling”

Selling includes contacting potential customers, presenting and demonstrating products, taking of orders and delivery of goods and the collection of payment.

“WFDSA”

The World Federation of Direct Selling Associations to which all Direct Selling Associations worldwide are affiliated and are required to subscribe to the World Direct Selling Code of Ethics (See www.wfdsa.org for details).

1.3 Companies

Companies pledge to adopt and enforce a code of ethics that incorporates the substance of the provisions of this Code as a condition of admission and continuing membership in the DSA. Companies also pledge to publicize this Code, its general terms as they apply to Consumers and Direct Sellers, and information about where Consumers and Direct Sellers may obtain a copy of this Code.

1.4 Direct Sellers

Direct Sellers are not bound directly by this Code, but, as a condition of membership in the Company’s distribution system, shall be required by the Company with whom they are affiliated to adhere to rules of conduct meeting the standards of this Code.

While “distance communications” (e.g. internet sales) are generally not considered “direct selling,” subsequent or repetitive transactions engaged in by a direct seller are meant to be covered by the Code, regardless of whether they are distance selling.

1.5 Self-Regulation

This Code is not law, but its obligations require a level of ethical behaviour from Companies and Direct Sellers which conforms with or exceeds applicable legal requirements. Non-observance of this Code does not create any civil law responsibility or liability. With termination of its membership in DSA, a Company is no longer bound by this Code. However, the provisions of this Code remain applicable to events or transactions that occurred during the time a Company was a member of DSA.

1.6 Local Regulations

Companies and Direct Sellers must comply with all requirements of law in any country in which they do business. Therefore, this Code does not restate all legal obligations; compliance by Companies and Direct Sellers with laws that pertain to Direct Selling is a condition of acceptance by or continuing membership in DSA.

Companies and Direct Sellers must not misrepresent actual or potential sales or earnings when describing the earnings opportunity to prospective or existing Direct Sellers. Any earnings or sales representations must be based upon documented facts.

1.7 Extraterritorial Effect

Every national DSA pledges that it will require each member as a condition to admission and continuing membership in the DSA to comply with the WFDSA World Codes of Ethics for Direct Selling with regard to direct selling activities outside of its home country, unless those activities are under the jurisdiction of Codes of Ethics of another country's DSA to which the member also belongs.

This provision is intended to promote uniformity of ethical business practices, standards and behaviour on a global basis. Should a Company choose not to be a member of another country's DSA, membership in this DSA will guarantee that some standard will apply in the other jurisdiction. When engaging in Direct Selling activities outside of this country, each Member agrees to comply with the provisions of the Code of the other country's DSA (if a member). It is envisioned that if a Company is not a member of the other Country's DSA, the Company agrees to comply with the provisions of the DSA Code in which the Company is headquartered (if a member of that country DSA). If the Member is not a member of the DSA in which it is headquartered, the Company agrees to comply with the provisions of this Code or any DSA country Code to which it belongs.

2. CONDUCT FOR THE PROTECTION OF CONSUMERS

2.1 Prohibited Practices

Direct Sellers shall not use misleading, deceptive or unfair sales practices.

2.2 Identification

Direct sellers shall, without request, immediately and truthfully identify themselves to their prospective customers. They shall also identify the member organisation that they represent as well as the nature of their products and purpose of their approach.

2.3. Explanation and Demonstration

Direct Sellers shall offer Consumers accurate and complete Product explanations and demonstrations regarding price and, if applicable, credit terms (any interest rate charged on an annual compounded basis should be clearly stated in the original agreement), terms of payment, cooling-off period or return rights, terms of guarantee and after-sales service and delivery dates. Direct Sellers shall give accurate and understandable answers to all questions from Consumers. To the extent claims are made with respect to product efficacy, Direct Sellers shall make only those verbal or written product or earnings claims that are authorised by the Member Company. Consumers shall have the right to all information in plain and understandable language.

Q & A

Are companies obliged to buy-back unsold product held by Direct Sellers?

Yes, if requested by a Direct Seller upon termination. Companies must buy back any unsold, re-saleable product inventory, purchased within the prior 12 months, and refund the net purchase price less handling charges.

2.4 Order Form

A written Order Form shall be delivered or made available to the Consumer at or prior to the time of the initial sale. In the case of a sale made via mail, telephone, the Internet, or similar non face-to-face means, a copy of the Order Form shall have been previously provided, or shall be included in the initial order, or shall be provided in printable or downloadable form via the Internet. The Order Form shall identify the Company and the Direct Seller and contain the full name, permanent address and telephone number of the Company or the Direct Seller, and all material terms of the sale. Terms of a guarantee or a warranty; details and limitation of after-sales service; the name and address of the guarantor; the duration of the guarantee; and the remedial action available to the Consumer shall be set out clearly in the Order Form or other accompanying literature provided with the Product. All terms shall be clear and legible.

The emphasis must be on placing the consumer in a position to make an informed decision having been given all the relevant details on the product and relevant pricing.

2.5 Cooling-off and Return of Goods

Member Organisations and Direct Sellers shall make sure that any order form contains details of a cooling-off clause permitting the customer to withdraw from the order within a specified period of time, which shall be no less than 5 working days from receipt of the order, or signature of the sale agreement, and to obtain reimbursement of any payment without any form of penalty for such withdrawal. The customer shall be responsible for returning any products and/or paying any costs thereto.

Where the goods are of a customised nature or are covered by copyright affecting returns during any cooling off period this must be clearly communicated to the customer during the sales process and details be included on the order form in simple language.

Terms of a guarantee or a warranty, details and limitations of after-sales service, the name and address of the guarantor, the duration of the guarantee or warranty and the remedial action open to the buyer shall be clearly set out in the order form or other accompanying literature. The guarantee or warranty shall clearly state the nature and extent of the said guarantee or warranty and shall not diminish any common law rights that the customer may have.

The DSA Code Administrator has the authority to make a determination of what is a deceptive, unlawful or unethical consumer or recruiting practice under the Code using prevailing legal standards as a guide. Compliance with any particular law, regulation or DSA Code of Ethics provision is not a defense to such a determination by the DSA Code Administrator that a practice is deceptive, unlawful or unethical. For example, in a sale to a consumer, compliance with the law does not bar the DSA Code Administrator from making a determination that a particular sales practice is deceptive, unlawful or unethical and that a refund or compensation is required.

The Direct Selling Association of South Africa's Code of Ethics requirements for any training materials are:

1.

Materials to be utilised by Direct Sellers must be approved by the member company that they are representing.

2.

Direct sellers may not insist that downlines purchase materials.

3.

Materials must be fairly priced.

4.

Members must regulate material usage through a written policy.

2.6 Literature

Promotional literature or mailings shall not contain any description, claims or illustrations, which directly or by implication are misleading about the organisation, the income opportunity or the product. They shall contain the full name, address and telephone number of the member organization and may include the name and telephone number of the Direct Seller.

2.7 Advertisements and Testimonials

Advertisements and Testimonials shall not contain any descriptions, claims or illustrations, which directly or by implication, are misleading about the products, service or financial earnings potential. All advertisements and testimonials shall conform to the Code of Advertising Practice as laid down by the Advertising Standards Authority of South Africa (ASA) and the Consumer Code for Advertising of the Business Practice Committee. Member Organisations and Direct Sellers shall not refer to any advertisement, testimonial or endorsement which is not authorised, not true, obsolete or otherwise no longer applicable, not related to their offer or used in any way likely to mislead the consumer.

2.8 Comparison and Denigration

Member Organisations and Direct Sellers shall refrain from using comparisons, which are likely to mislead, and which are incompatible with principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts, which can be substantiated. Members and Direct Sellers shall not unfairly denigrate any firm or product directly or by implication. Members and direct sellers shall not take unfair advantage of the goodwill attached to the trade name and symbol of another Member or their products.

2.9 Complaints and Responsibility

In the event of a consumer complaining that a Direct Seller, in offering for sale the products of a member, has engaged in any improper course of conduct pertaining to the sales representation of its goods, the Member shall promptly investigate the complaint and shall take such steps as it may find appropriate and necessary under the circumstances to assist with the redress of any wrongs which its investigation discloses to have been committed.

In all instances a consumer retains the right to refer any complaint to the Consumer Protection Commission should a Member and/or the DSA be unable to resolve the complaint to the complete satisfaction of the consumer.

2.10 Fairness

Direct Sellers shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a consumer's age, illness, lack of understanding or lack of language knowledge. Direct sellers shall not induce a customer to buy only in order to do the Direct Seller a favour or to terminate a demonstration.

2.11 Referral selling

Direct Sellers and Member Organisations shall not induce a customer to purchase goods or services based upon the representation that a customer can reduce or recover the purchase price by referring prospective customers to the sellers for similar purchases, if such reduction or recovery is contingent upon some unsure future event. Members and Direct Sellers shall not promise or grant customers advantages for the recommendation of another customer.

2.12 Respect of Privacy

Direct Sellers shall make personal or telephone contact with Consumers only in a reasonable manner and during reasonable hours to avoid intrusiveness. A Direct Seller shall discontinue a demonstration or sales presentation immediately upon the request of the Consumer. Direct Sellers and Companies shall take appropriate steps to ensure the protection of all private information provided by a Consumer, a potential Consumer, or a Direct Seller.

2.13 Delivery

Member Organisations and Direct Sellers shall fulfill Consumer orders in a timely manner.

2.14 Direct Sellers' Compliance

Members shall require their Direct Sellers, as a condition of membership in the Members' distribution systems, to comply with the Code or with rules of conduct, which meet the standards of the code.

3. CONDUCT TOWARDS DIRECT SELLERS

3.1 Direct Sellers' Compliance

Member Organisations shall require their Direct Sellers, as a condition of membership in the Company's distribution system, to comply with the standards of this Code.

3.2 Recruiting

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

Members and direct sellers shall utilise only the highest level of ethics in recruiting Direct Sellers. Information provided by the Member to its Direct Sellers and to prospective Direct Sellers concerning the opportunity and related rights is to be true and complete.

3.3 Business Information

Information provided by the Member to its Direct Sellers and to prospective direct sellers concerning the opportunity and related rights and obligations shall be accurate and complete and shall be in plain and understandable language. Members shall not make any factual representation to a prospective recruit which cannot be verified or make any promise, which cannot be fulfilled. Members and Direct Sellers shall not present the advantages of the selling opportunity to any prospective recruit in a false or deceptive manner.

3.4 Remuneration and Accounts

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 the Direct Sellers. All monies due shall be paid and any withholdings made in a commercially reasonable manner.

3.5 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.

3.6 Agreement/Mandate/Relationship

Members shall provide to their Direct Sellers a written agreement, in plain and understandable language, to be signed by both the Member Organisation and the Direct Seller containing all essential details of the relationship. Members shall inform their Direct Sellers of their legal obligations, including licences, registrations and taxes. On the legal termination of a Direct Seller's contract, Members shall not demand extra financial obligations by way of penalties and the agreement shall not absolve the Members from fulfilling their legal obligations towards the Direct Seller, including their obligations under common law.

The term "written agreement" includes documents provided electronically, as long as those documents are printable or in downloadable form via the Internet.

3.7 Fees

Members and Direct Sellers shall not require Direct Sellers or prospective Direct Sellers to assume unreasonably high entrance fees, training fees, franchise fees, fees for promotional materials or other fees related solely to the right to participate in the company's distribution system. Any fees charged to become a Direct Seller shall relate directly to the value of materials, products or services provided in return.

3.8 Termination

If requested upon termination of a Direct Seller's relationship with a Member, Members shall buy back any unsold, re-saleable product inventory, promotional material, sales aids and kits, purchased within the previous twelve months and refund the Direct

Seller's original cost, less a handling charge to the Direct Seller of up to 10% of the net purchase price. The Company may also deduct the cost of any benefit received by the Direct Seller based on the original purchase of the returned goods.

3.9 Inventory

Members shall not require or encourage direct sellers to purchase product inventory in unreasonably large amounts. Companies shall take reasonable steps to ensure that Direct Sellers who are receiving compensation for downline sales volume are either consuming or reselling the Products they purchase in order to qualify to receive compensation.

This section is not meant to create additional administrative burden on those Companies that do not require and do not encourage inventory purchase in any amount, but have a business model where the Direct Sellers purchase Products only after they have received Consumer orders for Products.

The following should be taken into account when determining the appropriate amount of Product inventory: the relationship of inventory to realistic sales possibilities, the nature of competitiveness of the Products and the market environment, and the Company's Product return and refund policies.

3.10 Recruiting Rewards

No Member or Direct Seller shall represent that benefits can be gained solely by introducing others and must promote the business as an opportunity for every participant to retail bona fide products to consumers at a realistic profit. Compensation must be tied to ultimate sales. Reasonable cash rewards and other incentives for bringing in new recruits are acceptable. Recruiting can be rewarded by offering incentives based on another recruit's sales.

3.11 Other Materials

Members shall prohibit Direct Sellers from marketing or requiring the purchase by others of any materials that are inconsistent with Company policies and procedures. Direct Sellers who sell company approved promotional or training literature, whether in hard copy or electronic form, shall (i) utilise only materials that comply with the same standards to which the Company adheres, (ii) refrain from making the purchase of such sales aids a requirement of downline Direct Sellers, (iii) provide sales aids at a reasonable and fair price, equivalent to similar material available generally in the marketplace, and (iv) offer a written return policy that is the same as the return policy of the Company the Direct Seller represents. Members shall take diligent, reasonable steps to ensure that sales aids produced by Direct Sellers comply with the provisions of this Code and are not misleading or deceptive.

3.12 Training

Basic training for Direct Sellers is obligatory and Members shall provide for their Direct Sellers comprehensive training in both selling methods and product knowledge. The training programme shall include such subjects as extent of personal involvement, amount of work necessary for certain returns, expected expenses and be provided without charge. Any charges imposed for

Q & A

Who enforces the DSA Code of Ethics?

Each Company is responsible for complying with the DSA Code of Ethics. In addition, an independent DSA Code Administrator monitors each Company's observance of the DSA Code of Ethics and is responsible for resolving complaints.

further training shall be reasonable. This may be accomplished by training sessions or through written manuals or guides, or audio-visual material. Members shall provide adequate training to enable Direct Sellers to operate ethically.

Ethics training may be accomplished through in-person training sessions, online training sessions, written manuals or guides, or audio-visual materials. It is anticipated that Companies shall endeavour to provide ethics training at no or little cost. In any case, Companies should not use ethics training programs as profit centres. It is recognized that ethics training may be provided as part of a broader training regimen, which may have some cost.

3.13 Regular Payments

Should any regular payment or purchase be required for a marketing programme, the Direct Seller shall be given the right to cancel the arrangement without any notice period. Should any notice period or penalty be required this shall be clearly stated in the original agreement. The cancellation shall be given in writing.

4. CODE OF CONDUCT BETWEEN MEMBER OFFICES

4.1 Interaction

Member Organisations of the DSA shall conduct their activities in the spirit of fair competition towards other members.

4.2 Poaching/Enticement

Members and Direct Sellers should not entice away or solicit any Direct Seller by systematic enticement towards other Members' Direct Sellers.

The DSA views any form of poaching by members of either full time staff and/or Direct Sellers from another Member in a very serious light and on 25 March 1983 agreed to outlaw the practice.

Any Member found guilty of 'poaching' will have its membership of the DSA reviewed should the Member not refrain from this practice if so instructed to do so by the board.

4.3 Denigration

Members shall not unfairly denigrate nor allow their Direct Sellers to unfairly denigrate another member's product, its sales and marketing plan or any other feature of another member.

5. CODE OF ETHICS GENERAL

5.1 Establishment of a Local Head Office and Registration with the South African Revenue Services

A Member must have an established Head Office within the borders of South Africa, must be registered with the South African Revenue Services and must provide the DSA at the time of application for membership with the following details:

- a) Full name of the member organisation and if it trades under another name full details of such trading name.
- b) Details of physical location and postal and telephone contact details.
- c) Details of where products and services may be viewed.
- d) Proof of Registration with the South African Revenue Services.

Should any of the above information change, these changes are to be communicated to the DSA within 14 days of such change.

5.2 Self Regulation

The Code is a measure of self-regulation by the Direct Selling Industry. It is not law, and its obligations may require a level of ethical behaviour, which exceeds existing legal requirements. Non-compliance does not create any civil law responsibility. With termination of its membership of the DSA, a Member is no longer bound by the Code, the provisions of which remain applicable to events or transactions occurring during the time an organisation was a member of the DSA.

5.3 Law

Members and Direct Sellers are presumed to comply with the requirements of law and the specific Acts which regulate their respective industries and therefore the Code does not restate all legal obligations.

5.4 Standards

The Code contains standards of ethical behaviour for Members and Direct Sellers and is to be seen as evidence of industry standards for the Direct Selling Industry.

5.5 Extra-territorial Effect

The DSA requires of its members as a condition to admission and continuing membership, to comply with the WFDSA World Code of Ethics for Direct Selling with regards to selling activities outside of South Africa, unless those activities are under the jurisdiction of Codes of Ethics of such other country's DSA to which the Member also belongs.

5.6 Compliance

Every DSA member pledges to comply with the Code as a condition of admission and continuing membership of the Association.

6. CODE ENFORCEMENT

6.1 Members' Responsibilities

The primary responsibility for the compliance of the Code shall rest with each member. In case of any breach of the Code, members shall make every reasonable effort to satisfy the complainant.

6.2 Code Administration

Members should:

- a) Exercise responsibility for compliance of this Code over each of their Direct Sellers.
- b) Be able to impose disciplinary measures on those Direct Sellers who violate their policies.
- c) If necessary, remove those Direct Sellers who continue to infringe their policies and rules.
- d) And, ensure that effective methods are employed to handle customer Complaints.

6.3 Code Administrator

The DSA shall appoint an independent person or body as Code Administrator. The Code Administrator shall monitor Members' observance of the Code by appropriate actions. The Code Administrator in conjunction with the DSA Ethics sub-committee shall settle any unresolved complaint of consumers based on breaches of the Code.

6.4 Remedies

The Code Administrator may include cancellation of orders, return of goods purchased, refund of payments or other appropriate actions, including warnings to Direct Sellers, cancellation or termination of Direct Sellers' contracts or other relationships with the Member, warnings to Member, exclusion of Organisations from DSA membership, and the publication of such actions and sanctions.

6.5 Complaint Handling

The DSA and Code Administrator shall establish, publicise and implement complaint-handling procedures and ensure prompt resolution of all complaints. Members shall also establish, publicize and implement complaint handling procedures under their individual complaint handling processes to ensure prompt resolution of all complaints. Consumer complaints shall be handled free of charge to the consumer.

6.6 Publication

All Members are required to publicise DSA's Code of Ethics to their Direct Sellers and consumers.

6.7 Member Complaints

Complaints of a member about another member of the DSA shall be resolved either by the Code Administrator or an independent arbitrator appointed by the DSA's Board of Directors.

7. ADDRESSES

All correspondence for the DSA should be addressed to:

DSA Secretariat
Direct Selling Association
P.O. Box 53524, Wierdapark, 0149
Email: admin@dsasa.net

8. HOW TO FILE A COMPLAINT

All complaints are required to be submitted in writing either via email or post, to:

DSA Secretariat
P.O. Box 53524, Wierdapark, 0149
Email: admin@dsasa.net

The DSA Code Administrator is: Paddy McDonald
Email: admin@dsasa.net

If complaints are not resolved at this level, the matter will be referred to an independent arbitrator.

If you have a complaint against a Direct Selling Association (DSA) member company (or an individual direct seller representing a direct selling company) that is a member of a DSA, you can file a complaint. The complaint can be in response to any business practice you believe is a possible violation of the DSA Code of Ethics [http://wfdsa.org/world_codes/].

Here are the steps you should follow:

1. First, **try to resolve the matter directly with the individual(s) or the company involved**. Your complaint should be in writing, and should include the following information:

- The date and details of the incident
- The parties involved
- The section of the Code of Ethics that you believe has been violated

- A description of the efforts you have made to resolve the matter
- The cost of the product involved, if relevant, including invoices or other supporting documents
- A description of the actions the other parties have made to resolve the matter
- The current status of the complaint
- The remedy you believe should be applied

Please provide sufficient time for the company or individual(s) to respond to your written complaint. Usually, 30 days is suggested.

2. If, after completing step 1 (above) the situation is not satisfactorily resolved, contact the DSA Code Administrator in the country where the alleged violation occurred. You should provide the DSA Code Administrator with the same information identified in step 1 (above). Every DSA has a Code Administrator that administers its Code of Ethics

3. If your complaint is not resolved to your satisfaction after completing step 1 and 2 (above), you should send the complete history of your complaint, including responses from both the company and the local DSA to WFDSA at: info@wfdsa.org. WFDSA will contact the local DSA Code Administrator and the local DSA to gain an understanding of why the complaint has not been resolved.

4. The WFDSA Code provides extra-territorial effect. This means that you can still be protected, and file a complaint even though there may not be a DSA in your country or the company in question is not a member of your country's DSA but belongs to the DSA of its headquarters.

Here are the steps you should follow:

- Find out where the company is headquartered
- Find out if the company is the member of the DSA where it is headquartered
- Send the complete history of your complaint to that DSA Code Administrator as outlined in step 1 above
- If the company is not a member of the country's DSA where the violation occurred and is not a member of the DSA where it is headquartered, you should lodge a complaint with the Consumer Protection Commission.