

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No.: DC/OSS 199/2019

In the matter of Section 9 and 10 of the Consumer Protection (Fair Trading) Act (Cap. 52A)

Doc No.: DC/ORC 73/2020

Between

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COMPETITION AND CONSUMER COMMISSION OF SINGAPORE
(Singapore UEN No. T08GB0010E)

...Applicant(s)



And

1. FASHION INTERACTIVE PTE LTD
(Singapore UEN No. 201525356M)

2. MAGAUD OLIVIER GEORGES ALBERT
(NRIC No. [REDACTED])

...Respondent(s)

ORDER OF COURT

Before: District Judge Kevin Kwek Tze Hern in Chambers

Date of Order : 06-January-2020

Upon the application of COMPETITION AND CONSUMER COMMISSION OF SINGAPORE (Singapore UEN No. T08GB0010E) the Applicant in this action coming on for hearing this day, and upon reading the affidavits of Xie Junhao, [REDACTED] filed on 28 November 2019, and upon hearing counsel for the Applicant and counsel for the Respondent(s).

It is ordered that:

1. By consent, a declaration be made that the 1st Respondent has engaged in an unfair practice within the meaning of section 4(a) and/or section 4(d) read with paragraph 20 of the Second Schedule to the Consumer Protection (Fair Trading) Act, by:
 - a. doing or saying anything, or omitting to do or say anything, if as a result a consumer might reasonably be deceived or misled into signing up and/or continuing with a subscription service requiring payment or recurring payment;
 - b. omitting to provide a material fact to a consumer, using small print to conceal a material fact from the consumer, or misleading a consumer as to a material fact, in connection with the signing up and/or continuing with a subscription service requiring payment or recurring payment.

2. By consent, the 1st Respondent, whether by its directors, agents, employees or otherwise, be restrained from engaging in any of the following acts or conduct:
 - a. doing or saying anything, or omitting to do or say anything, if as a result a consumer might reasonably be deceived or misled into signing up and/or continuing with a subscription service requiring payment or recurring payment;
 - b. omitting to provide a material fact to a consumer, using small print to conceal a material fact from the consumer, or misleading a consumer as to a material fact, in connection with the signing up and/or continuing with a subscription service requiring payment or recurring payment.

3. By consent, pursuant to sections 9(1)(c) and 9(4) of the Consumer Protection (Fair Trading) Act, it be ordered and directed that: -

a. The 1st Respondent must for a period of 3 years from the date of this Order:

(1) publish at its expense in a clear manner, and in a font size of not less than 12, on the landing pages of its websites the details of the declaration and/or injunction granted against the 1st Respondent, including:

(i) particulars of the declaration and/or injunction;

(ii) the 1st Respondent's name;

(iii) the address at which the 1st Respondent is carrying on its business;

(iv) where the 1st Respondent carries on business through the Internet, the Internet address at which the 1st Respondent may enter into a consumer transaction with a consumer.

(2) before any consumer enters into a contract in relation to a consumer transaction with the 1st Respondent:

(i) notify the consumer in writing, and in a font size of not less than 12, about the declaration and/or injunction against the 1st Respondent;

(ii) obtain the consumer's written acknowledgment of the notice in sub-paragraph (i);
and

(3) include in every invoice or receipt issued by the 1st Respondent to a consumer a statement that the District Court has granted a declaration and/or injunction against the 1st Respondent.

b. The 1st Respondent must, within 14 days after any of the following events occurring within 3 years from the date of this Order, notify the Applicant in writing:

(1) a change in the premises or number of premises at which the 1st Respondent carries on business as a supplier;

(2) a change in the Internet address or number of Internet addresses through which consumer transactions with the 1st Respondent may be entered into;

(3) the 1st Respondent converts from a firm or private company to a limited liability partnership under section 20 or 21 of the Limited Liability Partnerships Act (Cap. 163A), respectively;

(4) the 1st Respondent undergoes any arrangement, reconstruction or amalgamation under Part VII of the Companies Act (Cap. 50);

(5) the 1st Respondent is subject to receivership under Part VIII of the Companies Act (Cap. 50);

(6) the 1st Respondent is subject to judicial management under Part VIIIA of the Companies Act (Cap. 50);

(7) the 1st Respondent is subject to winding up under Part X of the Companies Act (Cap. 50);

(8) a change in the name of the 1st Respondent or the name under which the 1st Respondent is carrying on business;

(9) the establishing by the 1st Respondent of a website or a mobile application, or an

equivalent, that allows the 1st Respondent to enter into consumer transactions through the Internet.

4. By consent, the 2nd Respondent be restrained from knowingly abetting, aiding, permitting or procuring the 1st Respondent to engage in any of the following acts or conduct relating to online transactions or services:

a. doing or saying anything, or omitting to do or say anything, if as a result a consumer might reasonably be deceived or misled into signing up and/or continuing with a subscription service requiring payment or recurring payment, when it had appeared to the consumer that he was purchasing goods or products rather than services or recurring services;

b. omitting to provide a material fact to a consumer, using small print to conceal a material fact from the consumer, or misleading a consumer as to a material fact, in connection with the signing up and/or continuing with a subscription service requiring payment or recurring payment, when it had appeared to the consumer that he was purchasing goods or products rather than services or recurring services.

5. By consent, pursuant to sections 10(6)(c) and 9(15) of the Consumer Protection (Fair Trading) Act read with the Fifth Schedule thereof, it be ordered and directed that the 2nd Respondent must, if any of the following notifiable events occurs within a period of 3 years from the date of this Order, inform the Applicant in writing within 14 days of the event: -

a. The 2nd Respondent, as a sole proprietor, commences carrying on business as a supplier.

b. The 2nd Respondent is employed or ceases to be employed by a person who carries on a business as a supplier.

c. The 2nd Respondent becomes or ceases to be:

(1) a director of a company which carries on a business as a supplier;

(2) a partner in a partnership or limited partnership which carries on a business as a supplier; or

(3) a partner or manager of a limited liability partnership which carries on a business as a supplier.

d. The 2nd Respondent becomes or ceases to be, legally or beneficially interested, whether directly or indirectly, in at least 15% the total voting power or total issued shares in a company which carries on a business as a supplier.

6. Costs of \$9,000 be paid by the Respondents jointly and severally to the Applicant with disbursements to be agreed if not taxed.



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JENNIFER MARIE
REGISTRAR
STATE COURTS
SINGAPORE

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