

## **Consumer Code of Conduct for E-Commerce**

(Ministerial Decision No. 31619 | Government Gazette 969b / 22-03-17)

### THE MINISTER OF FINANCE AND DEVELOPMENT

Taking into consideration:

A. The provisions:

1. Law 2251/1994 (Government Gazette 191/A/1994), as amended and in force, especially articles 3-40 (H).
2. The [Presidential Decree 131/2003](#) (Government Gazette 116/A/2003) - Adaptation of Greek law to the Directive 31/2000 of the European Parliament and the European Council on Electronic Commerce, and in particular [Article 15](#) thereof.
3. The Presidential Decree 10/2017 (Government Gazette 23/A/2017) - Code of Consumer Ethics.
4. The joint ministerial decision 70330/2015 - Regulations regarding the adaptation of the Greek legislation, in compliance with the Directive 2013/11/EU of the European Parliament and the European Council of 21st May 2013 on the alternative resolution of consumer disputes and the amendment of the regulation (EC) No 2006/2004 and Directive 2009/22/EC (EEC Directive) and the adoption of additional national measures for the implementation of Regulation 524/2013 of the European Parliament and the European Council of 21st May 2013 on the online resolution of consumer disputes.
5. The Presidential Decree 116/2014 Organization of the Ministry of Development and Competitiveness
6. Decision No. 625/27-06-2016 of the Secretary General of Commerce and the Consumer Secretariat - Establishment and formation of a working group, in the General Secretariat of Commerce and Consumer Protection, in order to draft a Code of Ethics for Electronic Commerce.
7. Law 4074/2012 (Government Gazette 88/A/2012) - Ratification of the Convention on the Rights of Persons with Disabilities and the Optional Protocol to the Convention on the Rights of Persons with Disabilities - and in particular Articles 4 and 9 of the Convention.

B. The fact that no expenditure arises from the publication of this at the expense of the state budget and after the remarks of the members of the established working group, consumer associations and market entities, approves:

### **Article one**

The Consumer Code of Conduct for E-Commerce (hereinafter the Code), which consists of Articles 1-8, is as follows:

"Consumer Code of Conduct for E-Commerce.

## **Article 1**

### **Purpose and Scope**

1. The Code sets out the general principles and defines the minimum rules of professional conduct and ethical conduct that have to be followed by the companies towards the consumer.
2. It applies to transactions in the context of contracts for the sale of goods or services taking place between consumers and suppliers for a fee entirely online, that is by electronic means remotely without the need for the simultaneous physical presence of both parties (B2C transactions).
3. The Code refers to rules of self-regulation of companies operating in e-commerce that address consumers and is in force without prejudice to the EU and Greek legislation on e-commerce and consumer protection, which in no case replaces.

## **Article 2**

### **Definitions**

1. For the purposes of the Code, the following terms have the meanings ascribed to them below:
  - a) "Company, which operates in the field of "e-business", (hereinafter company) means natural or legal persons based in Greece that provide products and/or services to consumers in Greece and/or abroad, operating legally directly and/or as intermediaries in the provision of services for a fee direct or indirect by electronic means remotely and at the personal choice of the consumer.
  - b) "Remote electronic means" means services and products provided by companies and accepted by consumers through electronic processing equipment which is provided, transmitted and received entirely through the Internet and/or mobile networks/text applications).
  - c) For the rest of the terms, the definitions that exist in Law 2251/1994, as in force, in [the Presidential Decree 131/2003](#) and in the Code of Consumer Conduct of article 7 of Law 3297/2004, as in force, apply.
2. In case of doubt, the definitions of the current legislation prevail.

## **Article 3**

### **General principles and obligations of online stores**

#### A. General principles

The Code is governed by the principles of consumer protection, transparency, impartiality, technological neutrality, professional conduct, ethics and respect for privacy, protection of personal data and protection of vulnerable groups as specifically mentioned in Articles 4 and 5 hereof.

#### B. Minimal consumer information

1. The company ensures the pre-contractual information of the consumer so that it can be fully, accurately and clearly informed about the following:
  - i. The full company name, location, address, VAT number, telephone numbers /email address.

- ii. Registration number in the General Commercial Registry (GEMI).
- iii. Main features of the products it sells and the quality of the services provided (e.g. the total price including VAT or other taxes, shipping costs, or any costs of returning the product any additional charges, terms and methods of payment, guarantees, size-dimensions of the product), as well as for the means of payment.
- iv. Availability of services and products and the deadline within which the supplier undertakes the responsibility to deliver the goods or provide the services.
- v. Characteristics of charges, possible discount packages or special offers.
- vi. Terms of withdrawal from the contract as well as the termination or cancellation of the contract, as specifically referred to in Article 6 hereof.
- vii. The possibility of out-of-court resolution of their disputes and information on the recognized entities of alternative resolution of consumer disputes, which the suppliers commit or are obliged to use for the resolution of the disputes. In the absence of such a commitment or obligation, the suppliers must specify whether they will make use of the relevant entities.
- viii. The possibility for online alternative dispute resolution as specifically referred to in Article 8 hereof.
- ix. The terms of after-sales service, any commercial guarantees (content, duration and extent of territorial validity), and the seller's liability for actual defects and lack of agreed properties, according to articles 534 et seq. of the Greek Civil Code.
- x. The possible need for frequent maintenance of the products or the existence of spare parts at a very high cost in relation to the current price of these products.
- xi. The purpose of the processing, the recipients or the categories of recipients of the data and the existence of the right of access and objection, as specifically mentioned in article 5B/par. 5 hereof.
- xii. Codes of conduct or any credentials that bind them.
- xiii. The above information to the consumer must be understandable, legal, true, up to date, easily accessible to all, including people with disabilities, and verifiable and must be in Greek and optionally in another language.

2. The terms of the contract for the provision of services or the sale of products must be posted on the company's website in a place that can be easily accessed by the consumer.

3. In cases of an order request from the consumer, the company is obliged to deliver/send a receipt of the order request immediately which clearly states the date of receipt and confirmation of the order.

4. It is the company's responsibility to make clear to the consumer of the time at which the contract is deemed to have been concluded, as defined in the current legislation. The basic contractual terms should be made available to consumers in advance in such a way that the order cannot be registered, if the user does not previously know about them. Following the conclusion of the contract, the company must refrain from any action that involves modification of its terms, especially any action that modifies the price or to inform about the non-availability of the ordered product or the ordered service.

5. The consumer has sufficient information about the progress of his order.
6. In case the companyascertains that the consumer did not have correct information or the contract was not concluded with his explicit consent, the company makes every effort to resolve the issue in a timely manner.
7. The staff of e-commerce companies who come in contact with consumers for the provision of services or the sale of products must be fully informed of the above and answer reasonable questions of consumers with clarity and accuracy.

#### C. Advertising - Promotion

1. Advertising and promotion must comply with the current legislation.
2. In any case, it is indicated that the following apply:
  - i. Advertising messages and all information provided by companies should be characterized (as appropriate and as far as possible by the medium used) in terms of clarity as to the identity of the company, the properties and the final price of the advertised product, or, if that is not possible, to estimate it in a language that is simple and comprehensible to the consumer, so that the latter is able to evaluate the information provided and to make the right decision regarding the purchase of products or services.
  - ii. Advertisements or other offersmust refrain from misleading or aggressive practices before, during and after a commercial transaction related to a particular product or service, which is directly or indirectly likely to mislead the consumer about the product or service displayed.
  - iii. The staff of the company that comes in direct contact with the consumer does not mislead or seek to mislead in any way with actions or omissions the consumers by giving them wrong impressions about the service or the product provided.
  - iv. The company does not provide incomplete or inaccurate information about the possibility of providing the service or selling the product to the consumer.
  - v. Any advertising and promotion specifically directed at a minority audience may not directly or indirectly incite them to acts of violence, the use of alcohol, tobacco products, toxic substances or in any form of conduct that is dangerous to their safety and health.
  - vi. Businesses comply with the age restrictions set by current legislation regarding the promotion and sale of certain product categories.
  - vii. Any advertising and promotiondirected at people with disabilities should ensure that they are accessible.

#### **Article 4**

##### **Protection of minors and other vulnerable groups of the population**

1. The staff of the company does not take advantage of the weakness of consumers who belong to vulnerable groups, such as the elderly, minors, people who do not understand the Greek language well, or people with disabilities. Companies provide careful, accurate and objective descriptions of products and services specifically directed at such individuals in a way that is understandable,

comprehensible and fully accessible to them, so as not to mislead them as to their true size, value, nature, purpose, durability, performance and price of the product or service advertised.

2. For the minor consumers the companies especially arrange - as far as possible - the formulation of the appropriate conditions of access to their websites according to the provisions of the applicable laws, as the case may be.

## **Article 5**

### **Transaction security and protection of personal data**

#### **A. Transaction security**

1. Companies take care of the security of transactions carried out with the use of Information and Communication Technologies (ICT).

2. The companies, in this context and in accordance with the provisions of the current legislation, make every effort, so that they or their partners use the appropriate tools and measures depending on the category and type of their business activity and the type of data they collect and process (in person or not) and take all appropriate measures to provide the legally prescribed security of electronic transactions (proportionate to the various stages of their completion) and data (personal or not) collected and processed, as well as to inform traders for the basic parameters of the used security and privacy with a special mention in the terms of use of the website.

3. Companies shall use appropriate technical and organizational measures to ensure to the legally prescribed extent the confidentiality of the data they collect and process and in accordance with the nature of the products and services they provide.

#### **B. Protection of personal data**

1. Companies must have and implement a comprehensible, true, legal, easily accessible and up-to-date Privacy Policy and inform consumers as required by relevant legislation and the Personal Data Protection Authority guidelines regarding this Privacy Policy.

2. Collection, storage or processing of data which the law characterizes as sensitive is not allowed, that is data concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, association, trade union and trade union membership, health, social welfare as well as related to criminal prosecutions or convictions unless the terms and conditions set by law and the Personal Data Protection Authority are met.

3. Collection, processing, storage and use of other personal data may take place only when it is allowed by the current legal framework and always in accordance with the conditions provided by it.

4. Regarding the use of "all types of cookies ", in particular, their installation should be carried out after proper notification of the consumer and on the basis

of his consent, in accordance with the law and the relevant instructions of the Personal Data Protection Authority.

5. In case of non-consent/acceptance of "cookies", companies allow, if technologically feasible, the continued use of the website by the consumer, without sending cookies.

6. Companies shall ensure that the personal data collected are not disclosed or transmitted to third parties, without the prior notification or consent of the person concerned, and/or in cases provided by law, always in accordance with the provisions of the personal data protection legislation.

7. Companies respect the desire of consumers not to be included in files directed at making unsolicited commercial communications with human intervention (call) for the promotion and supply of products or services, if they have stated it to the provider available to the public.

8. Companies provide consumers with the ability of choosing whether they wish to receive advertising messages and any kind of newsletters and in case of acceptance have the ability to freely withdraw their consent and companies have the obligation not to forward new advertising messages and any newsletters from now on (unless the consent is provided again or the statutory provisions are met).

9. The consumer has the right to have direct access to information on the issues regarding his personal data, to oppose to their use in future promotions, to request and confirm their partial or total deletion from the company's files, to request the correction or their completion, to be informed of the time and manner of the initial acquisition of his personal data by the company as well as to be informed about the applied methods of protection of personal data.

## **Article 6**

### **Right of withdrawal for consumers**

1. The consumer has an inalienable right to unjustified and without damages withdrawal in accordance with the provisions of the current legislation.

2. Before the consumer is contractually bound, the supplier must inform him, in a clear, unambiguous and comprehensible manner, in his language, of his right to withdraw unjustifiably and without damages within the legally prescribed period of fourteen (14) days, the time spot from which it starts is determined by the law, as well as for the terms, conditions, exceptions and the procedure for exercising the right of withdrawal, but also for the consequences of its exercise, taking into account the specificity of each product/service and providing and a template withdrawal form.

## **Article 7**

### **Customer service**

1. The company ensures that it has the appropriate mechanisms (by telephone and/or e-mail) and adequate customer service staff, making reasonable efforts to inform them of their requests within the legal timeframes per case.

2. When the communication is made through a call center, the company ensures that the consumer does not wait too long and that, in any case, the charge of the call does not exceed the charges that apply to local calls. When the communication is made through an online contact form or the company's e-mail address, it is arranged that a response is sent in a timely manner from the receipt of the customer's relevant request.

## **Article 8**

### **Online Alternative Resolution of Consumer Disputes**

1. Companies inform consumers about the possibility of alternative resolution of consumer disputes arising from online provision of services or product sales contracts by using the ADR entities registered in the Registry in accordance with joint ministerial decision 70330/2015.

2. Companies, whether they are bound to use ADR or not, shall provide in an accessible manner, through their websites, a link to the EU Consumer Dispute Resolution Platform (ODR platform), in application of the provisions of Regulation (EU) 524 / 2013) through which consumers submit their complaint, forwarding it to the relevant ADR entity."

## **Article two**

1. The Code is published on the companies' websites in a place that can be easily located and accessed by the consumer.

2. The Code does not restrict the right of suppliers' associations to impose additional obligations on their members and disciplinary or other measures.

3. The staff of e-commerce companies informs the consumers about the existence of the Code and informs them about the ways in which they can find the text.

## **Article three**

This Decision shall enter into force upon its publication in the Government Gazette.

This decision is to be published in the Government Gazette.

Athens, March 15, 2017

The Minister

DIMOS PAPADIMITRIOU