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DECISIONS

Ref. No 31619 (1)

Consumer Code of Conduct for Electronic Commerce. (Gov. Gazette 969/B/22-3-2017)

THE MINISTER OF ECONOMY AND DEVELOPMENT

Having regard to:

A. The provisions:

1. Law 2251/1994 (Government Gazette, Series I, No 191 / 1994), as amended and in force, in particular Articles 3-4Θ;

2. Presidential Decree 131/2003 (Government Gazette, Series I, No 116 / 2003) - Adaptation of Greek legislation to Directive 31/2000 of the European Parliament and of the Council on Electronic Commerce and in particular Article 15 thereof;

3. Presidential Decree 10/2017 (Government Gazette, Series I, No 23 / 2017) - Consumer Code of Conduct;

4. Joint Ministerial Decision (ref.no)70330/ 2015 - Regulations concerning the adaptation of Greek legislation, in compliance with Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) and the adoption of additional national measures implementing Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes;

5. Presidential Decree 116/2014 Statute of the Ministry of Development and Competitiveness;

6. Decision No 625 / 27-06-2016 of the Secretary-General and of the Secretariat for Trade and Consumer Protection - Establishment and formation of a working group at the General Secretariat for Trade and Consumer Protection, with the aim of drawing up a Code of Conduct for Electronic Commerce;

7. Law 4074/2012 (Government Gazette, Series I, No 88 / 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 issuing the present does not entail any expenditure to the detriment of the State budget and following the remarks of the members of the established working group, consumer associations and market operators; approves:

Article one

The Consumer Code of Conduct for Electronic Commerce (hereinafter referred to as the Code), which

consists of Articles 1-8, reads as follows:

"Consumer Code of Conduct for Electronic Commerce.

Article 1

Purpose and Scope

1. The Code establishes the general principles and sets out the minimum rules of professional ethics and ethical behaviour to be observed by companies towards consumers.

2. It shall apply to transactions under contracts for the sale of goods or the provision of services concluded between consumers and suppliers for a fee, entirely online, i.e. by electronic means, without the simultaneous physical presence of the two parties being necessary (B2C transactions).

3. The Code concerns self-regulation rules of businesses engaged in e-commerce targeting consumers, and is subject to Union and Greek legislation on e-commerce and consumer protection, which by no means replaces.

Article 2

Definitions

1. For the implementation of the Code, the following terms shall have the meaning below:

(a) The "Undertaking", which is active in the field of "electronic business", (hereinafter referred to as "undertaking") refers to legal or natural persons based in Greece, who provide products and / or services to consumers in Greece and / or abroad, legally active directly and / or indirectly, as intermediary service providers, for a direct or indirect fee, by remote electronic means, and at the individual request of the consumer.

(b) "Remote electronic means" refer to services and products supplied by undertakings and accepted by consumers through electronic processing equipment provided, transmitted and received entirely via the Internet and / or mobile networks / text applications).

(c) With regard to the remaining terms, the definitions included in Law 2251/1994, as in force, in presidential decree 131/2003 and the Consumer Code of Conduct of Article 7 of Law 3297/2004, as in force, shall apply.

2. In case of doubt, the definitions of the legislation in force shall 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 ethics, ethical conduct and respect for privacy, the protection of personal data and the protection of vulnerable groups of the population, in particular Articles 4 and 5 hereof.

B. Minimum consumer information

1. The undertaking shall ensure that the consumer is provided with pre-contractual information so that he receives complete, accurate and clear information for the

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following:

i. Full corporate name, registered office, postal address, VAT No, contact telephone numbers / email address;

ii. Registration number in the General Commercial Register (GCR);

iii. Main characteristics of the products it sells and quality of the services provided (e.g. total price including VAT or other taxes, shipping costs, or any return costs of the product, any additional charges, terms and conditions of payment, warranties, size -dimensions of the product) as well as the means of payment;

iv. Availability of services and products and the deadline within which the supplier undertakes 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 and termination or cancellation of the contract, as specifically mentioned in Article 6 hereof;

vii. The possibility of out-of-court settlement of their disputes and information on recognised alternative dispute resolution bodies, which suppliers are bound or obliged to use to resolve disputes; In the absence of such commitment or obligation, suppliers must also specify whether they will use the relevant bodies;

viii. The possibility for electronic alternative dispute resolution as specifically referred to in Article 8 hereof;

ix. The terms of after-sales service, any commercial guarantees (content, duration and territorial scope), and the seller's liability for actual defects and lack of contracted properties, in accordance with 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 of particularly high cost compared to the current price of these products;

xi. The purpose of the processing, the recipients or categories of data recipients and the existence of the right of access and objection, as specifically mentioned in Article 5B / par. 5 hereof;

xii. The codes of conduct or any trustmarks that bind them;

xiii. The above information to the consumer must be comprehensible, lawful, true, up-to-date, easily accessible to all, including persons with disabilities, and verifiable and must be provided in the Greek language and, optionally, in another language.

2. The terms of the service contract and / or sale of products must be posted on the website of the company in a place where the consumer can easily access them.

3. In the case of a customer order request, the undertaking is obliged to deliver / send immediately a receipt of the order request which clearly states the date of receipt and confirmation of the order.

4. The undertaking is responsible for clearly informing the consumer of the time at which the contract is deemed

to have been concluded, as set out in the applicable legislation. The basic contractual terms should be available to consumers in advance and in such a way that the purchase order cannot be registered if the user has not previously been aware of them. After the conclusion of the contract, the company must refrain from any action that entails a change in its terms, in particular it must refrain from modifying the price or must inform the consumer in case the ordered product or service is unavailable.

5. The consumer has sufficient information about the progress of his order.

6. If the undertaking finds out that the consumer has not been properly informed or that the contract has been concluded without his explicit consent, it shall make every possible effort to resolve the matter in due time.

7. The staff of the undertakings in the e-commerce sector who contacts consumers for the provision of services and / or the sale of products must be fully informed of the above and answer the reasonable questions of the consumers clearly and accurately.

C. Advertising - Promotion

1. Advertising and promotion must comply with the legislation in force.

2. In any case, the following should apply:

i. The advertising messages and all information provided by the undertakings must be characterised (where applicable and to the extent possible under the means used) by clarity as to the identity of the undertaking, the properties and the final price of the advertised product, or if this is not possible, the method of its calculation, in a language that is plain and intelligible to the consumer, so that the latter is able to assess the information provided and safely take the correct decision, at his discretion, on the purchase of products or services.

ii. Advertisements or other offers should not mislead or being characterised by aggressive practices before, during and after a commercial transaction relating to a particular product or service, and which is directly or inductively likely to mislead the consumer in relation to the product or service displayed.

iii. The staff of the company that contacts the consumer shall not mislead or seek to mislead in any way, by actions or omissions, the consumers, by giving false impressions for the provided service or product.

iv. The company shall not provide incomplete or inaccurate information regarding the ability of providing the service or selling the product to the consumer.

v. Any advertising and promotional activity aimed specifically at minors, should not incite them, directly or indirectly, to commit acts of violence, drink alcohol, consume tobacco products, toxic substances or engage in any kind of behaviour which is dangerous for their safety and health.

vi. Undertakings shall comply with the age restrictions laid down by the legislation in force regarding the promotion and sale of certain categories of products.

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vii. Any advertising and promotional activities aimed at people with disabilities should ensure that the products/services advertised are accessible to them.

Article 4

Protection of minors and other vulnerable groups of the population

1. The staff of the undertaking shall not take advantage of the weakness of consumers belonging to vulnerable groups, such as the elderly, minors, people who do not understand the Greek language well, or people with disabilities. Undertakings shall describe their products and services aimed specifically at such persons, carefully, accurately and objectively, in a way that is comprehensible, intelligible and fully accessible to them, so as not to mislead them as to the true size, value, nature, purpose, durability, performance and price of the advertised product or service.

2. In particular for underage consumers, undertakings shall, as far as possible, ensure that appropriate conditions for access to their websites in accordance with the applicable laws.

Article 5

Security of transactions and protection of personal data

A. Security of transactions

1. Undertakings shall ensure the security of transactions carried out using Information and Communication Technologies (ICT).

2. In this context and in accordance with the legislation in force, undertakings, themselves or their associates, shall make every effort to use appropriate tools and measures, depending on the category and type of business activity and the type of data they collect and process (personal or not) and apply any appropriate measure to provide legally established security of electronic transactions (corresponding to the various stages of their completion) and data (personal or not) that they collect and process, and inform traders of the basic parameters of the security applied and confidentiality observed with special reference to the terms of use of the website.

3. Undertakings shall use appropriate technical and organisational measures to ensure the confidentiality of the data they collect and process to the extent provided for by law and according to the nature of the products and services they provide.

B. Protection of personal data

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

2. It is not allowed to collect, store or process data that the law characterises as sensitive, i.e. data relating to racial or ethnic origin, political views, religious or

philosophical beliefs, participation in a union, association and trade union, health, social security as well as criminal prosecution or convictions unless the terms and conditions laid down by the law and the Data Protection Authority are met.

3. The collection, processing, storage and use of other personal data shall take place only when permitted by the applicable legal framework and always in accordance with the conditions laid down therein.

4. In particular, with regard to the use of "all kinds of cookies", those should be installed only after providing appropriate information to the consumer and on the basis of his consent, in accordance with the law and the relevant instructions of the Data Protection Authority.

5. In case of non-consent / acceptance of "cookies", the undertakings shall allow consumers, if it is technologically feasible, to continue to use the website, without sending the cookies.

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

7. Undertakings shall respect the desire of consumers not to be included in records intended to be used for unrequested commercial communications with human intervention (call) for the promotion and supply of products or services, provided that they have declared so to the publicly available provider.

8. Undertakings shall provide consumers with the option to choose whether they wish to receive advertising messages and all kinds of newsletters and, if they agree, they should allow them to freely withdraw their consent; the undertakings have the obligation not to resend new advertising messages nor any kind of newsletters thereafter (unless there is renewed consent or legal provisions are fulfilled again).

9. Consumers are entitled to have direct access to the information on their personal data, to oppose its use in future promotional activities, to request and confirm its partial or total deletion from the business records, to request its correction or completion, to be informed of the time and manner of the initial acquisition of their personal data by the undertaking and to be informed of the methods applied for the protection of personal data.

Article 6

Right of withdrawal for consumers

1. The consumer has an inalienable right of unjustified and harmless withdrawal in accordance with the provisions of the legislation in force.

2. Before the consumer is contractually bound, the supplier must inform him, in a clear, unambiguous and comprehensible way, in his language, of his right to exercise unjustified and harmless withdrawal within the legally prescribed period of fourteen (14) days starting from the time point specified by law each time, as well as

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the terms, conditions, exemptions and the procedure for exercising the right of withdrawal, but also the consequences of the exercise, taking into account the particularity of every product / service and providing a withdrawal form template to him.

Article 7

Consumer service

1. The undertaking shall ensure that it has adequate mechanisms (by telephone and / or e-mail) and adequate staff engaged in consumer service, making reasonable efforts to inform consumers regarding their requests within the legal time-limits.

2. When the call is made through a call centre, the undertaking shall ensure that the consumer does not have to wait too long and in any case the call charge shall not exceed the charges applicable to local calls.

When communication is achieved through an online contact form or email address of the company, care is taken so as to send a reply within a reasonable time of the receipt of the relevant request from the customer.

Article 8

Online Alternative Dispute Resolution on Consumer Disputes

1. Undertakings shall inform consumers of the possibility of an alternative settlement of consumer disputes arising from contracts of electronic sale of products or provision of services through the ADR entities registered in the Register in accordance with Joint Ministerial Decision 70330/2015.

2. Undertakings, whether or not committed to using the ADR, shall provide in an accessible way, through their websites, an electronic link to the European Online Dispute Resolution Platform (ODR platform), implementing the provisions of Regulation (EU) 524/2013 through which consumers submit their complaint, thereby promoting it to the relevant ADR body."

Article two

1. The Code shall be published on the websites of the undertakings where it can be easily identified and accessed by the consumer.

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

3. The staff of the undertakings shall inform consumers of the existence of this Code and of the ways to access the relevant text.

Article three

This Decision shall apply from its publication in the Government Gazette.

This Decision should be published in the Government Gazette.

Athens, 15 March 2017

The Minister

DIMOS PAPADIMITRIOU



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