

Information obligations in eCommerce

There are a number of legal requirements that must be met by each and every online merchant, regardless of their size, vertical or scope of operations. Those include consumer rights, terms and conditions of delivery, and personal data protection. To help you navigate through this legal jumble, we have prepared the following short guide with a list of the most important regulations relating to online commerce. Please note that this guide is for informational purposes only and should never be considered as legal advice for your online business.

Every online merchant is obliged to provide customers with the following information:

1. Products and services offer

- Name and detailed description of the product / service (including its main characteristics and features) with pictures (except for digital goods, where pictures are not obligatory).
- (if applicable) Technical requirements, e.g. minimum RAM, operating system.
- Price of the product / service, including all taxes.
- Shipping fees and other additional costs incurred by the customer. Different prices for delivering items to foreign countries can be justified.
- Explicit consent of the customer to any additional costs (empty checkbox for such consent is required).
- Product availability.

2. Orders

- Territorial coverage of the services provided, country of delivery of the product.
- Restrictions on the execution of the order (e.g. under age when buying alcohol or tobacco) with their justification (preferably - adequate legal provisions).
- Annotation of the existence of a legal guarantee of conformity for goods.
- Delivery arrangements, costs and estimated time of delivery (within 30 days unless specifically agreed on a different delivery time).
- Available payment methods.
- Terms and methods / forms of order fulfilment.
- Additional conditions necessary to fulfil the order.

- Order summary: the list of ordered products with quantities and prices, total cost of the order including taxes and shipping fees, delivery address, billing address, selected shipping and payment method etc.
- The phrase “order with obligation to pay” (or equivalent), displayed on the button, to confirm of a placed order and the customer's obligation to make a payment.
- The cost of concluding a distance contract (e.g. phone call) if higher than the standard one for a given communication channel.

Please, note that:

You should provide the customer with the confirmation of the contract concluded on a durable medium within a reasonable time, at the latest at the time of the delivery of the goods, which should include all the above-mentioned legal information.

3. Terms and conditions

- Registration information of your company (tax identification number, business identification number, the name and the number of the registration authority (applies to business entities), the amount of share capital).
- Contact details (address, phone numbers, email address, etc.).
- Return policy.
- Termination of the contract concluded at a distance.
- Data Protection Policy.
- Information about available payment methods and entities responsible for providing payment services.
- Restrictions on order fulfilment.
- Guarantee and after-sale services.
- Terms of delivery of the product, including: time of order fulfilment, costs and delivery method (e.g. post, logistics company).
- When applying subscription payments – notification about the use of the automatic retry system for collecting payments in a given settlement period.

Please, note that:

- Before placing an order, customers must have access to Terms and Conditions.
- The customer must accept Terms and Conditions by ticking an appropriate box in the order form.
- At the request of the customer, you need to provide the Terms & Conditions document in a form that allows them to save and display it on their device (for

example, by providing an adequate link to the Terms and Conditions webpage).

- The customer is not bound by the terms, which are not made available to them.

4. Guarantee and after-sale services

- The detailed address where the customer can file a complaint, including email address.
- Terms and conditions as well as the method of complaint handling (e.g. refund, exchange, repair).
- Shipping method and address to which the purchased product can be returned.

Please, note that:

- You can offer the customer an additional commercial guarantee (also referred to as a warranty), either included in the price of the product or at an extra cost.
- The customer has the right to a minimum 2-year guarantee at no cost, from the day of receipt.
- Your reply to the received customer complaint should take place within a reasonable time.
- In EU, the customer must report the fault to you within 2 months after discovering it, otherwise they lose the right to the guaranty.
- If the fault appears within 6 months after receiving the goods, it is presumed to have existed at the time of delivery.
- After 6 months, the customer must prove that the fault already existed upon the receipt of the goods - for example, by demonstrating that it resulted from the poor quality of the materials used.

5. Return policy

- Circumstances and information on how the customer can return the purchased products.
- The address to which the customer can send returned products.
- Information on the refund terms and method (no more than 14 days from the date of receipt of the withdrawal notice).
- Information on who is responsible for covering the shipping costs - the customer or you.
- Return form that the customer must be able to download from your website (you can use the model form from Appendix 2 to the Act on Consumer Rights).

Please, note that:

- The customer has the right to withdraw from an online contract within 14 days without giving any reason and without incurring any costs (applies to consumers only). The customer must then send the items back within 14 days of informing you of their decision.
- The duration of the customer's right to return the purchases is 14 days for a full refund (if this period expires on a non-working day, the deadline is extended until the next working day).
- Reimbursement should be made using the original payment method (e.g. refund to credit / debit card, via bank transfer).
- If the return of goods or services is not possible - you must include relevant information in the regulations, referring to the applicable law.

6. Privacy Policy

- Legal basis for personal data processing according to the General Data Protection Regulation (GDPR).
- Registered address and full name of the Controller of the personal data.
- Contact details of the Data Protection Inspector if they have been appointed (e.g. the supervisor's email address).
- Detailed scope of data processing and its purposes (e.g. order fulfilment, marketing objectives).
- Legal grounds for data processing (e.g. consent, legitimate interest or the necessity of data processing for the purpose of conclusion and execution of the contract).
- If the processing is carried out in compliance with an agreement, it is imperative to include information that the consent can be withdrawn at any time, and that the withdrawal shall not affect the legitimacy of data processing that took place before its submission.
- If the processing is carried out on the basis of a legitimate interest of the data controller, it is imperative to specify the interest (e.g. direct marketing of own products).
- Information on the right to object to the processing carried out on the basis of a legitimate interest.
- Annotation about the customer's right to view, update and remove their data, from your database as well as to restrict the processing and the transferring of the data over to a different controller.

- Annotation about voluntary disclosure of data by the customer or the obligation to provide them, if the Act states so.
- Clearly distinguishable consent of the customer to processing their personal data. The customer can withdraw the consent at any time and it shall not affect the lawfulness of processing based on consent before its withdrawal.
- Information about the so called “recipients of data”, which refers to third parties such as payment processors or logistics companies that will receive access to customer data with the information about the purpose of making them available or entrusted “Processors” - depending on the circumstances, it is imperative to specify the recipient (specific entity) or categories of recipients (e.g. payment service providers, hosting service providers).
- Information on the transferring of the data outside of the EEA (if applicable) and the legal grounds for the transfer (e.g. having signed the standard contractual clauses).
- The period over which the data will be processed or the criteria for determining such a period.
- A reference to the right to file a complaint to the Inspector General for Personal Data Protection.
- Information on profiling or automatic decision making if applicable.

Please, note that:

- Unless otherwise stated, your company is the Controller of Personal Data and you are obliged to provide the above information according to Article 13 of GDPR. If you do not collect data directly from customers, it may be required to submit additional information, specified in article 14 of GDPR.
- If you decide that, for certain purposes, you need consent (e.g. to make the data accessible to other related entities or for the purpose of profiling/automatic decision making), remember that the consent must be clear and active (opt-in), with a possibility of checking an empty tick-box. It must not be hidden within the Terms and Conditions or the Privacy Policy.
- You must not make the service provision dependent on the consent (e.g. the consent to make the data accessible to other entities).
- Some of the information is of such importance that it should be included in other areas as well (e.g. under the opt-ins, the registration form), not only within the Privacy Policy. We recommend legal consultation for details.

7. "Cookies" Policy

- Information that your e-store uses cookies or other technologies (such as web beacons, Google Analytics, HotJar).

- Explanation about purposes of their collection and usage.
- Instructions on how to disable or block “cookies” and such like.

Please, note that the "Cookies" Policy should be displayed directly after opening e-store’s website.

8. Disclaimer

- Your company’s registered name, contact details and address.
- Business address if different from the registered office address.
- Tax identification number, business identification number, the name and the number of the registration authority (applies to the business activity).

Please, note that the Disclaimer should be placed at the bottom of the web page or in the Contact tab.

Legal notice:

The above material is for information purposes only, it contains general basic information related to e-commerce activities and cannot be treated as legal advice of Straal in any particular case. In order to properly comply with legal obligations related to your business, we recommend that you seek individual legal advice.