

Consumer Protection Pledge



Voluntary commitments
to enhance product safety
and consumer rights
in the online environment

► *Product Safety Pledge +*

► *Digital Consumer Rights Commitments*

The **protection of consumers** from economic harm and physical risks to their health and safety is a right of EU citizens and of other consumers buying on the EU market.

It is therefore regulated in EU and national legislation.

It is also in the interest of companies, as it contributes to **consumer trust and confidence**.

With these **commitments**, the signatories commit to a specific conduct in applying consumer legislation, and to going beyond it, in the interest of consumers.

Signed in Brussels, 30 November 2023



Introduction

The **Consumer Protection Pledge** sets out voluntary commitments of online platforms operating in the EU. It consists of two parts - the **Product Safety Pledge +** and **Digital Consumer Rights Commitments**.

Signed first in 2018, the **Product Safety Pledge** created a new standard for online platforms in the protection of consumers from dangerous products sold by third party sellers on their sites.

This Pledge made an impact internationally, and it served as an inspiration for authorities of other jurisdictions (such as the Australian Competition and Consumer Commission, the Korea Fair Trade Commission and Korea's Consumer Agency, and Health Canada). The OECD Working Party on Consumer Product Safety also promotes consumer product safety pledges, encouraging the development of further such pledges at domestic and regional levels.

Over time, the number of signatories of the Pledge increased from the original four to eleven. In light of the positive experience with the application of the Product Safety Pledge, with the steer of the European Commission all the 11 signatories decided to deepen their commitments under the Product Safety Pledge + framework. The Product Safety Pledge + contains more ambitious commitments and includes new commitment areas adapted to the evolving market situation.

The extended Product Safety Pledge + was completed and signed on 28 March 2023.

The European Commission also steered the signatories to consider undertaking commitments regarding a number of other consumer protection issues that are especially relevant for their business models. These additional **Digital Consumer Rights Commitments** were negotiated and agreed on 30 November 2023.

These two parts together form the Consumer Protection Pledge. Each part deals with distinct issues and has its own structure. In this document they are shown side-by-side.

Jointly, they aim to enhance the protection of consumers by setting new standards through voluntary commitments.



► **Product Safety Pledge +**

Consumer non-food products placed on the EU market must be safe, regardless of whether they are sold online or in brick-and-mortar shops.

In 2022, 91% of people aged 16 to 74 in the EU had used the internet, 75% of whom had bought or ordered goods or services for private use. The proportion of e-shoppers grew from 55% in 2012 to 75% in 2022, an increase of 20 percentage points (pp).¹

E-commerce platforms, in particular online marketplaces may facilitate economic growth by enabling sellers to access new countries and to reach new customers. As such, this may encourage trade between Member States and the free movement of goods in the Single Market. This in turn promotes further harmonisation of standards and improvement of the functioning of mutual recognition.

Online intermediaries are also in a novel position where they can trace products more easily, as well as develop a strong post-sale connection to customers. At the same time, they are well placed to play an important role in product safety, due to the significant amount of products sold through their websites.

This initiative sets up areas where online intermediaries and other actors voluntarily agree to take specific actions with respect to the safety of non-food consumer products sold online by third parties on their marketplaces, to the extent reasonably and commercially practicable and in regular dialogue with the relevant authorities. The ultimate goal is to improve the detection of unsafe products marketed in the EU before they are sold to consumers or as soon thereafter as possible, and to improve consumer protection.

These commitments will go beyond what is already established in the EU legislation, including those on product safety². This voluntary commitment does not cover technical compliance matters not posing serious risks to the health and safety of consumers.

¹ Source: Eurostat (<https://ec.europa.eu/eurostat/web/products-eurostat-news/w/DDN-20230228-2>)

² In particular, the recently adopted Digital Services Act and the General Product Safety Regulation



► **Digital Consumer Rights Commitments**

European consumers have made online shopping a major feature of their lives. In 2022, on average three out of four internet users had bought online in the EU; in some countries nearly all internet users shopped online.

According to industry figures, European e-commerce turnover has had double-digit growth in the last three years and reaches € 800 billion in 2023.

Online marketplaces hold a significant share of this business. They are important intermediaries between sellers and consumers, and some also sell directly to consumers.

They are therefore uniquely placed for ensuring a high level of consumer protection, by implementing the rules correctly and going beyond the existing rules³, as well as promoting the compliance by the sellers.

The Digital Consumer Rights Commitments address some of the key aspects of consumer rights when using online marketplaces. They include commitments regarding the transparency of important information and marketing tools, namely consumer reviews and influencer marketing, as well as leverage the power of marketplaces to facilitate the exercise of certain EU consumer rights, and to offer training and advice to sellers operating on the marketplaces.

Voluntary commitments can provide an example for other market participants and therefore constitute an important step towards promoting a general culture of compliance.

³ In particular, the Unfair Commercial Practices Directive and the Consumer Rights Directive.

► Product Safety Pledge +

Areas for voluntary commitment of online platforms with respect to the safety of non-food consumer products sold online

1. **Consult information on recalled/dangerous products** available on Safety Gate⁽⁴⁾ and also from other sources, such as from enforcement authorities. **Take appropriate action**⁽⁵⁾ in respect to products concerned, when they can be identified.
2. Provide specific **single contact points** for EU Member State authorities for the notifications on dangerous products (“notice”) and for the facilitation of communication on product safety issues.
3. **Cooperate with EU Member State authorities** in identifying, as far as possible, the supply chain of dangerous products by responding to data requests, should relevant information not be publicly available.
4. Have an **internal mechanism for notice and take-down procedures** for dangerous products. This should include commitments from the marketplace’s side on the procedure they will follow when notices are given by authorities and other actors.
5. React **within two working days** to government notices ⁽⁶⁾ made to the single contact points to remove identified listings offering unsafe products for sale in the EU. Inform the authorities on the action taken⁽⁷⁾.
6. Make efforts to complete the **identification of relevant (identical) product listings** within 3 working days, following either a government notice or information published in the Safety Gate, with additional flexibility for products that do not carry unique identifiers.
7. Put in place measures to **act against repeat offenders** offering dangerous products in cooperation with authorities.
8. Take measures aimed at **preventing the reappearance of dangerous product listings** already removed.
9. Cooperate with authorities and set up a process aimed at **proactively removing banned product groups** as appropriate.
10. “Onboard”, where such procedure is foreseen by the online marketplace and once and for all, national market surveillance authorities and the Commission to be able to do **web-crawling** on their interfaces. Where relevant, the Commission should facilitate communication in this regard between market surveillance authorities and signatories.
11. Allow access to their interfaces for the online **web-crawling tools** operated by the national market surveillance authorities and/or the Commission to identify dangerous products.

⁴ <https://ec.europa.eu/safety-gate-alerts/screen/webReport>

⁵ This could include, among other things, removal of product listings, blocking the sale of product into the EU and/or informing consumers and sellers, as appropriate.

⁶ As a signatory group agree on the minimum list of information to be included in the governmental notices and communicate this list to the authorities.

⁷ When specialised reporting tools are used in cooperation with authorities, the communication policy may differ

Definitions

marketplace means a signatory to these Commitments;

seller means a trader as defined in Directive 2011/83/EU who is selling goods on the marketplace and who is not the provider of the marketplace itself;

right of withdrawal means the exercise of the consumer's 14-day right of withdrawal from the sales contract for delivery of goods as set out in Directive 2011/83/EU;

contract cancellation means the consumer's right, as provided in the law or contract, to terminate the sales contract for recurring delivery of goods, beyond the right of withdrawal;

incentivised consumer reviews mean reviews posted by a consumer in exchange for monetary or non-monetary remuneration.

fake reviews mean reviews posted by:

- a seller pretending to be a consumer or someone acting for the seller pretending to be a consumer; or
- consumers who are recruited by the sellers or via third parties, such as fake review “brokers”, to post reviews, for the benefit of the sellers on the marketplace, in exchange for monetary or non-monetary remuneration and by setting conditions as to the content of the review.

Commitments

1. Measures to facilitate the exercise of certain EU consumer rights

1.1. Providing consumers with a simple, transparent and easily accessible online functionality to exercise their right of **withdrawal** and, where applicable, **contract cancellation**, in respect of:

- consumers' contracts with the marketplace, and
- consumer's contracts with the sellers when the marketplace provides the online interface for exercising these rights.

1.2. Where the marketplace deploys automated systems (bots) for answering consumers' queries, **offering** consumers a means of **communication with human interaction**, in respect of:

- consumers' contracts with the marketplace, and
- consumer's contracts with the sellers for which the marketplace manages customer relations.

Such means should be easily accessible on consumer's request in the languages of the marketplaces' online interface.

► **Product Safety Pledge +**

12. Have in place a **risk management plan** to identify, assess, classify and mitigate product safety risks.
13. Cooperate with EU Member State authorities and sellers **to inform consumers** ⁽⁸⁾ **about relevant recalls or corrective actions.**
14. Provide **active assistance on product recalls**, not to replace but to complement the obligations of economic operators, in particular by directly informing, including via direct communications such as email, consumers who bought the product in question via their interfaces without undue delay from when the online marketplace identified the listing concerned by the recall.
15. Where relevant, given the business model of a signatory offering different types of services ⁽⁹⁾, **make it clear**, in a way that is the most appropriate for the signatory, on each product listing **whether the signatory is acting as an intermediary or is carrying out any role as economic operator.** Indications on whom to turn to with product safety concerns should also be provided. This information should be easily accessible and provided in a clear manner to consumers.
16. Provide a **clear way for customers to notify dangerous product listings.** Such notices are treated expeditiously and appropriate response is given within five working days.
17. Provide **information/training to sellers on compliance with EU product safety legislation**, require sellers to comply with the law, and provide sellers with the link to the list of EU product safety legislation.
18. Provide **information to consumers about the national consumer protection and market surveillance authorities** they can contact in case of product safety complaints, and provide links to relevant EU-level initiatives ⁽¹⁰⁾.
19. Explore the **potential use of new technologies and innovation** to improve the detection of unsafe products.
20. Where relevant, **apply the commitments systematically also to products sold directly by consumers** via the online marketplace's interface, including second-hand products, where they can be identified.

⁸ This may also include informing sellers and requesting them to contact concerned buyers

⁹ For those signatories, who only offer online marketplace services, and none of those of economic operators, this information might be provided on a general manner, not linked to specific product listings.

¹⁰ Including information on the Safety Gate, European Consumer Centres etc.

2. Measures to make consumer reviews more transparent and reliable

- 2.1. Setting clear and easily accessible marketplace's **consumer review policy** for **sellers**. The policy shall in particular:
 - Prohibit posting, commissioning and coordinating fake reviews;
 - Prohibit unduly interfering with the consumers to get them to change the content or remove their reviews;
 - Provide for the removal of reviews infringing the marketplace's consumer review policy;
 - Set sanctions for sellers infringing the marketplaces' consumer review policy.
- 2.2. Setting clear and easily accessible marketplace's **consumer review policy** for **reviewers**. The policy shall in particular:
 - Prohibit posting, commissioning and coordinating fake reviews;
 - Require disclosure of the fact that the review is incentivised if the marketplace permits incentivised reviews;
 - Provide for the removal of reviews infringing the marketplace's consumer review policy.
- 2.3. **Inviting consumers** to provide reviews independently of whether they are more or less likely to leave a positive review.
- 2.4. **Publishing all reviews**, subject to the marketplace's consumer review policies, requirements on the prevention and removal of illegal content, and interface design.
- 2.5. Enabling consumers to **easily access published consumer reviews** pertaining to the product or, where applicable, trader concerned.
- 2.6. Subject to the marketplace's consumer review policy and the requirements regarding illegal content:
 - allowing reviews only by consumers who are registered users of the marketplace and have **actually bought the product concerned on the marketplace**; or
 - Allowing also **reviews by other registered users** of the marketplace reflecting their actual experience with the product in question. Such reviews shall be clearly distinguished from the reviews posted by consumers who have actually bought the product concerned on the marketplace. They shall be presented as non-verified consumer reviews unless the marketplace takes reasonable and proportionate measures to continuously prevent and remove fake reviews.
- 2.7. Where applicable, **clearly presenting for users as incentivised** those reviews that:
 - the reviewer has identified as reviews incentivised by a seller or another trader when posting it; or
 - the marketplace itself has incentivised by inviting selected reviewers to post reviews against remuneration.
- 2.8. Where applicable, providing a **clear and easily accessible notice** for users when the marketplace rewards all reviewers:
 - for all posted reviews;
 - for all reviews posted up to a defined limit of reviews per reviewer, or
 - for all reviews posted containing reviewer's uploaded audio-visual content about the product reviewed.

► **Product Safety Pledge +**

Key Performance Indicators

1. Total **number of product listings removed based on governmental notices** provided to the established single contact points, and
 - % of the identified products listings removed within 1 working day;
 - % of identified products listings removed within 2 working days.
2. Total **number of product listings removed on the basis of information found through monitoring of public recall websites** such as Safety Gate, and
 - % of identified products listings removed within 2 working days.
3. Total number **of related (identical) product listings identified** following either a government notice or information published in the Safety Gate, and
 - % of those where the identification was completed within the 3 working days' deadline.
4. Total **number of consumers directly informed by the signatory about a recall** and
 - % of notifications sent within 3 working days from when the online platform identified the listing concerned by the recall.

Reporting

Signatory online intermediaries will report to the European Commission on the actions taken to implement the above voluntary commitment every six months. This will be done via the below key performance indicators (KPIs), as well as qualitative information about the progress on the areas of the voluntary commitment, which will be provided to the European Commission in an aggregated format compiled by a third party combining the inputs of all signatories. This is to ensure the confidentiality of submissions and a neutral non-discriminatory evaluation process. This reporting will also include a re-confirmation by each signatory of its engagement on all the commitments, together with information on how they implemented the commitments they took. The signatories' re-confirmation statements could be made public as part of the monitoring reports.

► Digital Consumer Rights Commitments

2.9. To the extent possible and subject to every signatory's confidentiality requirements and statutory requirements, **exchanging information with other signatories** regarding the actions against fake review "brokers" and other actors engaged in the provision of fake reviews.

Key performance indicators

- **Number of reviews** that the marketplace has removed or blocked due to infringements of the marketplace's policies, including consumer review policy, and, where available, their percentage of total published reviews.

3. Measures to promote transparent influencer marketing

Without prejudice to the applicable rules on the removal of illegal content, where the marketplace cooperates with influencers to promote its products and services (including the use of storefronts, paid posts, affiliate links or any other forms of content) against any form of consideration with an asset value, **including an explicit requirement for influencers** to ensure the disclosure of commercial communications in a clear, concise and unambiguous manner and in real time, as applicable, in:

- o the marketplace's service contracts with the influencers; or
- o the marketplace's service contracts with agencies that engage influencers on the marketplace's behalf.

4. Measures to inform and train the sellers on EU consumer protection law

- 4.1. Developing and promoting **educational activities** on consumer law for sellers or making available educational material in the sellers' section of the marketplace. Educational material can be self-devised or based on existing national or EU material, such as that available at ConsumerLawReady.eu.
- 4.2. Making available to sellers or linking to available **reliable information** on consumer rights, such as that provided by Member States' authorities or "Your Europe Business" website.
- 4.3. Including an explicit requirement for sellers to **comply with EU consumer law** in the marketplace's service contracts with the sellers.

Key performance indicators

- **Number of educational activities** organised, and/or number of sellers receiving the educational material, and/or number of visits to the online educational material and information on consumer rights.

Implementation

Signatories undertake to implement and apply the above Commitments and Performance indicators from July 2024 onwards.

Commitments apply to the extent they are applicable to the Signatory's business model.

Reporting

Signatories undertake to report to the Commission about their implementation and application (both qualitative and quantitative data) twice a year. The Commission will publish progress reports based on the Signatories' contributions in anonymous manner, after consulting the Signatories on the draft reports.

The specific performance indicators will be reviewed after the first year of reporting, i.e., after July 2025, considering the experience gained.

► Product Safety Pledge +

Voluntary commitment of online platforms with respect to the safety of non-food consumer products sold online

It is the understanding of all parties that the following voluntary commitment framework (Product Safety +) should serve as contribution to EU product safety discussions with Online platforms. This voluntary commitment is not legally binding and does not now nor in the future create any contractual or precontractual obligations under any law or legal system. Nothing in this voluntary commitment shall be construed as creating any liability, rights, waiver of any rights or obligations for any parties or as releasing any parties from their legal obligations. This voluntary commitment shall not be construed in any way as replacing, extending or interpreting the existing legal framework. This voluntary commitment is not to be used as, or form part of, evidence in any legal proceedings.

List of signatories:

Brussels, 28.03.2023

Allegro



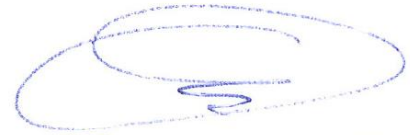
Eric C. Pelletier

AliExpress

eBay



EMAG



Amazon



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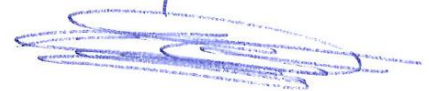
Cdiscount



Etsy



Joom



Rakuten France



Wish





► Digital Consumer Rights Commitments

Voluntary commitments of online platforms
with respect to consumer rights

It is the understanding of all parties that the following voluntary commitments (Digital Consumer Rights Commitments) should serve as contribution to enhance the protection of consumers using online marketplaces. These voluntary commitments are not legally binding and do not now nor in the future create any contractual or precontractual obligations under any law or legal system. Nothing in these voluntary commitments shall be construed as creating any liability, rights, waiver of any rights or obligations for any parties or as releasing any parties from their legal obligations. These voluntary commitments shall not be construed in any way as replacing, extending or interpreting the existing legal framework. These voluntary commitments are not to be used as, or form part of, evidence in any legal proceedings.

List of signatories:

Brussels, 30.11.2023

Allegro

eBay

AliExpress

EMAG

Amazon

Etsy

bol.com

Joom

Cdiscount

Rakuten France

Wish

