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Doing business online (e-commerce): rules to follow

Verified 24 January 2024 - Directorate for Legal and Administrative Information (Prime Minister), Ministry of Economy

E-commerce or e-commerce is a good way to **grow your business** through your website. It allows you to showcase your physical business, reach a wider target and sell your products or services day or night. E-commerce is subject to a **strict regulation** which you must absolutely respect.

Activities concerned by e-commerce

E-commerce is open to **all kinds of activities**, ranging from the **sale of products** (new or used) to the **sale of services** (catering, transport, accommodation, leisure, etc.).

However, selling the following products online is **regulated**.

Alcohols

You must be licensed and trained (<https://entreprendre.service-public.fr/vosdroits/F22379?lang=en>).

Your website must include a banner reminding you of the ban on sales to minors.

It is also forbidden to sell to minors products (clothing, games, accessories) that encourage the consumption of alcohol.

Prescription drugs

You must have a physical pharmacy open to the public, obtain authorization from the Regional Health Agency and inform the National Order of Pharmacists.

Online sale of non-prescription medicines is allowed.

Warning

The purchase and sale of **tobacco** on the internet is prohibited.

Mandatory legal notices on the site

The **legal notice** is the information that enables the user to **identify you**.

Legal notices are part of the mandatory particulars (<https://entreprendre.service-public.fr/vosdroits/F31228?lang=en>) on any professional website and must be **easily accessible**.

They can be inserted into your general terms and conditions of sale (GTC) (<https://entreprendre.service-public.fr/vosdroits/R43253?lang=en>) or in a dedicated page.

You must enter the following information:

- Identity of the company: name, legal form, address of the registered office (<https://entreprendre.service-public.fr/vosdroits/F2160?lang=en>) and the amount of the share capital. If you are a sole trader, you must enter your full name and address.
- Registration number (<https://entreprendre.service-public.fr/vosdroits/F35934?lang=en>) to **SCR** or unique identification number (

Siren (<https://entreprendre.service-public.fr/vosdroits/F32135?lang=en>).)

- Email and phone number to contact your company
- VAT identification number (<https://entreprendre.service-public.fr/vosdroits/F23570?lang=en>)
- Identity of the host of the site: name or corporate name, address and telephone number
- If you exercise regulated activity (<https://entreprendre.service-public.fr/vosdroits/F36070?lang=en>) and are subject to authorization (eg pharmacy or beverage outlet): name and address of the authority which issued the authorization

Warning

Failure to provide information shall be punishable by **1 year imprisonment** and **€75,000** fines for individual companies (including micro-entrepreneurs). The fine shall be increased to **€375,000** against businesses (SARL, SA, SAS, etc.).

General Terms and Conditions of Sale (GTC)

The **general conditions of sale** (GTC) frame the **trade relations**.

They inform your customers, in a legible and comprehensible way, of their **rights and obligations** when selling your products and/or services.

This transparency requirement can significantly reduce the risk of litigation between you and your customers.

The mandatory nature and content of the general conditions of sale vary depending on whether your offer of goods or services is addressed to **private individuals** or to **professionals**.

Home Customers

The GTC must be shown **obligatory** on your website.

Failure to comply with this obligation to provide information shall be punishable by **€3,000** individual business fines to the **€15,000** for a business (SARL, SA, SAS, etc.).

The general terms and conditions of sale must contain the following **information** :

- Essential characteristics of goods and/or services
- Price including VAT in euro
- Costs, dates and delivery terms
- Contract performance procedures
- Terms of payment: authorized methods of payment and the issue of late payment.
- Right of withdrawal: period and conditions to cancel and return the order.
- Legal assurance of compliance and guarantee of hidden defects
- Commercial guarantee and after-sales service: cost of remote communication
- Duration of the contract and conditions of termination, if applicable
- Surety or guarantee to be provided by the customer, if applicable
- Minimum duration of the customer's contractual obligations, if any
- Existence of a code of conduct applicable to the contract, if applicable
- Dispute resolution: competent court and possibility of recourse to an ombudsman

Please note

You must also provide a link to the European Online Dispute Resolution Platform (ODR.) (<https://entreprendre.service-public.fr/vosdroits/R48100?lang=en>). .

Business Customers

Enter **professionals**, the GTC are **optional**, but they must be available on request.

Refusal of communication shall be punishable by **€15,000** individual business fines to the **€75,000** for a business (SARL, SA, SAS, etc.).

The general terms and conditions of sale must contain the following information:

- Price **excluding VAT** in euro: price lists or price calculation method
- Discounts and rebates: price reductions, one-time promotional discounts and deferred rebates. They must be set according to precise and objective criteria.
- Trade discounts: discount given to a customer in case of early payment
- Terms of payment: permitted methods of payment and penalties for late payment
- Charges and delivery date
- Dispute resolution procedures: court of competent jurisdiction

You can also add a retention-of-title clause, a limitation of liability clause, a force majeure or the conditions for termination of the contract.

Please note

You have the right to impose **separate GTCs** for each category of customers (wholesalers, retailers, etc.). In this case, customers of a category may require communication only from the GTCs which concern them.

Processing of personal data

Opening an online business means complying with the obligations of the protection of personal data (<https://entreprendre.service-public.fr/vosdroits/F24270?lang=en>) netizens.

Personal **data** refers to any information relating to a natural person identified or identifiable, directly or indirectly, by an identifier or by one or more elements specific to his identity.

Example:

This can be a name, first name, email address, location, ID number, IP address, photo, etc.

On your merchant site, you may collect this personal data to build customer files provided you respect **the regulations in force**.

Thus, beyond one **general obligation of security and confidentiality of** personal data collected, you have **2 obligations** to be respected:

- **Inform** the Internet user
- **Obtain consent**

Inform the user

The collection of personal data must be carried out in a **transparent manner**.

So, you must **inform the user** on your website at the time of data collection (eg when filling out a contact form) and in case of subsequent changes in their use.

You must provide the following information:

- **Identity and contact details of the body responsible for computer data processing personal** : for example, the Data Protection Officer (DPO)
- **Purpose of the processing** : what the personal data collected will be used for
- **Legal basis for processing** : this may involve the consent of the user, compliance with an obligation provided for by a legal text, the performance of a contract, etc.
- **Mandatory or optional collection of personal data** : the consequences for the internet user in the event of non-provision of data
- **Recipients of personal data** : who will receive and access the data
- **Retention period for personal data**
- **Internet user rights** : right to refuse collection, right to access, rectify and erase data
- **Right of the Internet user to lodge a complaint with the CNIL**
- Where necessary, the transfer of personal data to a non-EU country

Information must be provided in a concise, transparent, comprehensible and easily accessible manner, in clear and simple terms.

Warning

Failure to provide such information shall be punishable by a fine of **€1,500**.

On your website, you can use a link directly to the data protection policy, clearly visible on each page of the website, clearly labeled ("Personal data" or "Privacy" for example).

This privacy policy must be separate from the general terms and conditions of sale (GTC) or the general terms and conditions of use (GTC) of the website.

Obtain user consent

There are situations in which the information of the user alone is not enough.

You must also **obtain consent** when you do any of the following:

- **Sending commercial emails** (*newsletters*): you must obtain the explicit consent of the user unless he has already purchased a similar product in your company or it is a professional.
You must also give it the means to refuse the receipt of new advertisements by offering an unsubscribe at the end of the email.
- **Use of cookies** : these are plotters that analyze the navigation, movements and habits of consultation or consumption of the Internet user to allow the display of targeted advertisements.

You must allow the user to consent by a **clear positive act** : a request for consent made through **check boxes** is easily understood by users.

The use of a pre-ticked box presuming the consent of the person is prohibited.

The silence of persons, which can be achieved by simply continuing their navigation, must be interpreted as a refusal.

You must also allow the user to **make a choice by purpose** . It is recommended to allow the user to give his consent independently and specifically for each purpose (customer management, satisfaction survey, prospecting operation, etc.).

It is possible to propose to the user to consent in a global manner to a set of purposes, by integrating buttons "Accept All" or "Deny All", but only if the set of purposes is presented beforehand.

Warning

Computer processing of data collected without consent is punishable by 5 years' imprisonment and **€300,000** fine.

Sales contract and delivery time

The conclusion of a sale, between a professional and a consumer (non-professional customer), on an e-commerce site is subject to a **special procedure** in so far as the parties are not physically present.

Order Entry

At order entry, you must provide the customer with the following information:

- Prices and essential characteristics of goods or services ordered
- In the case of a subscription, the duration of the contract and the duration of the commitment of the customer
- Steps to complete the order
- Technical means enabling the customer, before the conclusion of the contract, to identify errors and correct them (possibility to consult the order through a basket, for example)
- Languages proposed for the conclusion of the contract
- Contract Archiving Terms: when the order is for a sum equal to or greater than **€120**
- Ways to view business and business rules that you plan to follow

Order Confirmation

After entering the command, the command must respect **3 mandatory steps** :

1. Detailed summary of the order with its total price
2. Possible change to the order
3. Final order confirmation

You must inform the customer that **placing your order requires you to pay for it**.

The button dedicated to the confirmation of the order must include the mention "Order with payment obligation" or any similar formula without ambiguity.

Once the order has been placed, you must **acknowledge receipt** without undue delay, by electronic means.

The order, its confirmation and the acknowledgement of receipt are considered as **receipts** when you and the customer can access it by email or from a printable page that can be consulted on the site for example.

Delivery time

Before concluding the contract, you must **indicate the deadline** by which you agree to deliver the goods or perform the service.

If no date is specified, delivery must occur at the latest **30 days** after online ordering.

In case of delay, the customer can request the cancellation of the order he placed and request the refund. You then have a period of **14 days** to pay it back.

You cannot force the customer to accept a certain repayment term (eg credit on a future purchase).

Means of payment

Payment may be made at the time of **control** or **delivery**.

You can offer different payment methods, for example:

- **Credit card** : You must enter into a distance selling agreement with your bank.
- **Bank transfer**
- **Electronic wallet** : eg PayPal or Paylib
- **SMS or provision of internet access** : the amount of the order is added to the telephone/internet invoice.
- **Check or cash** : for cash on delivery

Warning

You may not charge any additional fees related to using a payment method.

Customer's right of withdrawal

Presentation of the right of withdrawal

The **right of withdrawal** allows the consumer to cancel the order placed online within a **14-day period**, without having to justify his decision and without incurring any other costs (apart from any return costs).

This right also applies to the sale of sold goods and second-hand goods.

The time limit shall run from the day following receipt for the sale of the goods and from the conclusion of the contract for the provision of services.

You must mention this right, specify the conditions, the time limit and the procedures for exercising it (whether or not you pay the return costs), and propose a standard withdrawal form (<https://entreprendre.service-public.fr/vosdroits/R38397?lang=en>).

When you are notified of the customer's decision to withdraw, you have a period of **14 days to redeem** all sums paid.

Please note

The consumer's right of withdrawal does not apply **only once** and shall not be revived each time the contract is renewed. This also applies where the contract includes an initial period which is free of charge, consumer protection does not justify giving the consumer a right of withdrawal once again following the conversion of that contract into a contract for payment.

Exceptions to the right of withdrawal

However, certain products or services **shall not be subject to the right of withdrawal** and therefore cannot be refunded. This includes the following products:

- Personalized product: it has been made especially for the consumer (custom made for example)
- Rapidly perishable product: food products, for example
- CD, DVD or computer software if unsealed by the consumer
- Product which has been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection
- Newspapers, periodicals or magazines (except for subscription contracts for such publications)
- Provision of accommodation, transport of goods, car rental, catering or leisure activity provided on a specified date.
- Full performance of the service before the end of the withdrawal period: performance of the service must have begun after the consumer has given his prior express consent and expressly renounced his right of withdrawal.

Warning

Failure to provide information on the existence of a right of withdrawal shall be punished by an administrative fine of **€15,000** individual business for an IS, EIRL, micro-entrepreneur) and **€75,000** for a business (SARL, SA, SAS, etc.).

Electronic termination of subscription

Since June 1st 2023, you must provide the consumer with a free feature that allows them to **terminate their subscription contract electronically**. This obligation applies even if the original contract was not concluded electronically.

In practice, this functionality must be directly and **easily accessible from your website** (or mobile application) on which the contracts are concluded.

Please note

FranceNum explains why this "3-click" termination (<https://www.francenum.gouv.fr/guides-et-conseils/developpement-commercial/resiliation-en-3-clics-des-contrats-une-obligation>) is an opportunity for your company.

Mandatory particulars

Feature must be listed as "**terminate your contract**" or under a similar unambiguous formula and displayed in legible characters.

In addition, the functionality must provide information about the **conditions of termination** contracts (eg existence of notice period or termination indemnity, consequences of termination, etc.).

Warning

The absence of the termination feature on your website is punishable by a **fine of €15,000** for a natural person (individual contractor including micro-contractor) and **€75,000** for a legal person (business).

Consumer identification

The functionality must allow the consumer to provide or confirm the accuracy of the **following information** :

- The name and surname of the consumer, or if the contract has been concluded with a legal person, his name or business name
- The e-mail address or, failing this, the postal address enabling you to confirm receipt of the notification of the termination

- Any reference you have previously provided to the contract holder to identify that contract holder and the contract concerned (eg a customer or contract number)
- The desired termination date subject to applicable legal or contractual provisions
- Where the termination concerns a telephone subscription, the telephone number corresponding to the line or lines concerned by the termination.

After providing or confirming this information, the consumer must be able to access a **summary page** enabling it to verify and, where appropriate, modify the information provided.

Furthermore, where the consumer wishes to terminate his contract early (before the expiry date), he must **provide a legitimate reason**. In this case, the feature must mention an **email address** and a **postal address** to which the proof may be sent. You can also add a feature that allows the consumer to submit their proof of termination in dematerialized form.

Example:

For example, the consumer may terminate his internet subscription contract **in anticipation if he is subject to over-indebtedness**. The feature should allow it to transmit the **decision of the judge** receiving its request to deal with situations of over-indebtedness.

Notification of termination

The consumer must be able to **notify you of the termination of the contract** by activating a function, directly accessible from the summary page of its information.

This function must be presented with the words "**notice of termination**" or a similar unambiguous formula displayed in legible characters.

When the consumer notifies you of the termination of the contract, you must **confirm receipt of the notification** and inform him, on a durable medium and, within a reasonable time, the effects of the termination and the date on which the contract ends.

Please note

At the termination notification stage, **you should not charge** the consumer for **creating custom space** to access the Termination feature. Instead, you can ask them to use the custom space they would have created earlier (for example, when the contract was signed).



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National Commission for Informatics and Freedoms (CNIL)

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The CNIL does not receive the public or provide any information on the spot.

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Telephone reception open Monday to Friday from 9:30 am to 5 pm.

Legal information open on Monday, Tuesday, Thursday and Friday from 10am to 12pm.

By emailAccess to contact form (<https://www.cnil.fr/fr/webform/nous-contacter>).**Statute and miscellaneous references****Consumer Code: Article L121-20-5** (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000027375483/2021-06-09/?lang=en).

Distance and off-premises contracts

Consumer Code: Article L211-1 to L211-**4** (https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006069565/LEGISCTA000032221203/?lang=en).

Obligations relating to contracts, the right of withdrawal and commercial prospecting

Consumer Code: Article L213-1 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226994/?lang=en).

Archiving of the contract concluded electronically

Consumer Code: Article L216-3 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000044142485?lang=en).

Refund period in case of late delivery

Consumer Code: Articles L221-5 to L221-7 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226878/?lang=en>).

Obligation to provide pre-contractual information

Consumer Code: Articles L221-8 to L221-10 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226870/?lang=en>).

Off-premises contracts

Consumer Code: Articles L221-11 to L221-15 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226862/?lang=en>).

Contracts concluded remotely

Consumer Code: Articles L221-16 and L221-17 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226850/?lang=en>).

Telephone solicitation and marketing

Consumer Code: Articles L221-18 to L221-28 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226842/?lang=en).

Right of withdrawal

Consumer Code: Article L232-3 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226433/?lang=en).

Law applicable to contracts

Consumer Code: Articles L121-1 to L121-7 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032227301/?lang=en).

Definition of unfair commercial practices (misleading or aggressive)

Consumer Code: Articles L242-1 to L242-4 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226386/?lang=en>).

Civil sanctions

Consumer Code: Articles L242-5 to L242-9 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226376/?lang=en>).

Criminal sanctions

Consumer Code: Articles L242-10 to L242-14 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226364/?lang=en>).

Administrative sanctions

Penal Code: Article 226-18-1 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000006417969?lang=en).

Penalty in case of processing of personal data despite opposition

Penal Code: Articles R625-10 to R625-13 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000006165426/?lang=en>).

Penalties for human rights violations resulting from computer files or processing

Civil Code: Articles 1127-1 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032007504/?lang=en).

Rules concerning a contract concluded in electronic form

Postal and electronic communications code: Article L34-**5** (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000042155961/?lang=en).

Protection of the privacy of users of electronic communications networks and services

Law No. 2004-575 of 21 June 2004 on trust in the digital economy: Article**19** (https://www.legifrance.gouv.fr/loda/article_lc/LEGIARTI000032236011/?lang=en).**Online services and forms**Help with declaring personal files (<https://entreprendre.service-public.fr/vosdroits/R18321?lang=en>).

Online service

Withdrawal of a distance purchase (on the Internet, by mail-order, teleshopping or telephone) (<https://entreprendre.service-public.fr/vosdroits/R38397?lang=en>)

Document template

Additional topics

Obligations regarding the protection of personal data (<https://entreprendre.service-public.fr/vosdroits/F24270?lang=en>)

Mediation of consumer disputes (<https://entreprendre.service-public.fr/vosdroits/F33338?lang=en>)

Reserve the domain name of a website (<https://entreprendre.service-public.fr/vosdroits/F31594?lang=en>)

Mandatory information on the website of an individual entrepreneur (<https://entreprendre.service-public.fr/vosdroits/F31228?lang=en>)

Mandatory information on a business' website (<https://entreprendre.service-public.fr/vosdroits/F37351?lang=en>)

E-commerce seller's guide (PDF - 652.8 KB)

(https://www.economie.gouv.fr/files/files/directions_services/dgccrf/documentation/publications/depliants/vendeur_ecommerce.pdf?lang=en)

Directorate-General for Competition, Consumer Affairs and Fraud Prevention (DGCCRF)

What to do when your company communicates and/or sells online? (PDF - 201.6 KB)

(https://www.cnil.fr/sites/default/files/atoms/files/bpi-cnil-rgpd_fiche-1_que-faire-quand-votre-entreprise-communique-vend-en-ligne.pdf?lang=en)

National Commission for Informatics and Freedoms (CNIL)

GDPR: What are we talking about? (<https://www.cnil.fr/fr/informatique-et-libertes-suis-je-concerne?lang=en>)

National Commission for Informatics and Freedoms (CNIL)

Website, cookies and other trackers (<https://www.cnil.fr/fr/site-web-cookies-et-autres-traceurs?lang=en>)

National Commission for Informatics and Freedoms (CNIL)

Email marketing (<https://www.cnil.fr/fr/la-prospection-commerciale-par-courrier-electronique?lang=en>)

National Commission for Informatics and Freedoms (CNIL)

Seller's Warranties: Know All Before You Buy (<https://www.inc-conso.fr/content/garanties-du-vendeur-tout-savoir-avant-dacheter?lang=en>)

National Institute of Consumer Affairs (INC)

Termination in 3 clicks - France Num Guide (<https://www.francenum.gouv.fr/guides-et-conseils/developpement-commercial/resiliation-en-3-clics-des-contrats-une-obligation?lang=en>)

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