



Votre abonnement a bien été pris en compte

Vous serez alerté(e) par email dès que la page « **Faire du commerce en ligne (e-commerce) : règles à respecter** » sera mise à jour significativement.

Vous pouvez à tout moment supprimer votre abonnement dans votre compte service-public.fr (<https://www.service-public.fr/compte/mes-alertes>) .

Être alerté(e) en cas de changement

Ce sujet vous intéresse ?

Connectez-vous à votre compte et recevez une **alerte par email** dès que l'information de la page « **Faire du commerce en ligne (e-commerce) : règles à respecter** » est mise à jour.

[S'abonner \(https://www.service-public.fr/compte/se-connecter?targetUrl=&targetUrlAbonnement=/entreprendre/vosdroits/F23455/abonnement\)](https://www.service-public.fr/compte/se-connecter?targetUrl=&targetUrlAbonnement=/entreprendre/vosdroits/F23455/abonnement)

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

Verified on May 28, 2022 - Directorate of Legal and Administrative Information (Prime Minister), Ministry in charge of the Economy

Online **commerce** or *e-commerce* is a good way to **develop your business** through your website. It allows you to highlight your physical business, reach a wider target and sell your products or services day and night. Online commerce is subject to **strict regulations** that you must imperatively respect.

Activities concerned by e-commerce

Online 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, the online sale of the following products is **regulated** .

Alcohols

You must have a license and have undergone training (<https://entreprendre.service-public.fr/vosdroits/F22379>) .

Your website must include a banner recalling the ban on sales to minors.

It is also prohibited to sell products (clothing, games, accessories) to minors 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.

The online sale of non-prescription drugs is permitted.

Attention

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

Mandatory legal notices on the site

The **legal notices** are the information that allows the Internet user to **identify you** .

The legal notices are part of the mandatory notices (<https://entreprendre.service-public.fr/vosdroits/F31228>) on any professional website and must be **easily accessible** .

They can be inserted in your general conditions of sale (CGV) (<https://entreprendre.service-public.fr/vosdroits/R43253>) or in a dedicated page.

You must provide the following information:

- Identity of the company: corporate name (<https://entreprendre.service-public.fr/vosdroits/F23283>) , legal form, address of the registered office (<https://entreprendre.service-public.fr/vosdroits/F2160>) and amount of share capital. If you practice as an individual entrepreneur, you must provide your surname, first names and address.
- (<https://entreprendre.service-public.fr/vosdroits/F35934>) RCS registration (<https://entreprendre.service-public.fr/vosdroits/F35934>) *number* or at *RM*
- Mail and phone number to contact your company

- VAT identification number (<https://entreprendre.service-public.fr/vosdroits/F23570>)
- Identity of *the host* of the site: name or corporate name, address and telephone number
- If you carry out a regulated activity (<https://entreprendre.service-public.fr/vosdroits/F36070>) subject to authorization (pharmacy or drinking establishment, for example): name and address of the authority which issued the authorization

Attention

Failure to comply with this obligation to provide information is punishable by **1 year's imprisonment** and a fine of **€75,000** for sole proprietorships (including micro-entrepreneurs). The fine is increased to **€375,000** against companies (SARL, SA, SAS, etc.).

General Terms and Conditions (GTC)

The **general conditions of sale** (CGV) govern the **commercial relations** .

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

This obligation of transparency considerably reduces the risk of litigation between your customers and yourself.

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

Private clients, special clients

The **T&Cs** must appear on your website.

Failure to comply with this information obligation is punishable by a fine of **€3,000** for sole proprietorships (including micro-entrepreneurs) and **€15,000** for a company (SARL, SA, SAS, etc.).

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

- Essential characteristics of goods and/or services
- Price *including VAT* in euros
- Costs, date and terms of delivery
- Terms of execution of the contract
- Methods of payment: authorized methods of payment and question of late payment.
- Right of withdrawal: deadline and conditions for canceling and returning the order.
- *Legal guarantee of conformity* and *warranty against hidden defects*
- Commercial warranty and after-sales service: cost of remote communication
- Duration of the contract and termination conditions, if applicable
- Deposit or guarantee to be provided by the customer, if applicable
- Minimum duration of the customer's contractual obligations, if applicable
- Existence of a code of conduct applicable to the contract, if applicable
- Methods of settling disputes: competent court and possibility of having recourse to a mediator

To note

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

Professional customers

Between **professionals** , the **T&Cs** are **optional** , but they must be able to be communicated on simple request.

Le refus de communication est puni de **15 000 €** d'amende pour l'entreprise individuelle (dont micro-entrepreneur) et **75 000 €** pour une société (SARL, SA, SAS, etc.).

Les conditions générales de vente doivent contenir les informations suivantes :

- Prix *HT* en euros : barèmes de prix ou méthode de calcul du prix
- Rabais et ristourne : réductions de prix, remises promotionnelles ponctuelles et ristournes différées. Elles doivent être fixées selon des critères précis et objectifs.
- Escomptes commerciaux : réduction accordée à un client en cas de paiement anticipé
- Modalités de paiement : modes de paiement autorisés et pénalités appliquées en cas de retard
- Frais et date de livraison

- Modalités de règlement des litiges : tribunal compétent

Vous avez également la possibilité d'ajouter une clause de réserve de propriété, une clause de limitation de responsabilité, une clause relative aux cas de force majeure ou encore les conditions de résiliation du contrat.

À noter

You have the right to impose **separate T&Cs** for each category of customer (wholesalers, retailers, etc.). In this case, the customers of a category can only demand the communication of the GCS which concern them.

Processing of personal data

The opening of an online business implies respecting the obligations related to the protection of the personal data (<https://entreprendre.service-public.fr/vosdroits/F24270>) of Internet users.

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

Example :

It can be a name, first name, email address, location, identity card number, IP address, photo, etc.

On your merchant site, you can collect this personal data to create customer files provided you comply with **the regulations in force** .

Thus, beyond a **general obligation of security and confidentiality** of the personal data collected, you have **2 obligations** to respect:

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

Inform the Internet user

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

Thus, you must **inform the Internet user** on your website at the time of data collection (when he fills out a contact form, for example) and in the event of a subsequent modification of their use.

You must provide the following information:

- **Identity and contact details of the body responsible for the computer processing of personal data** : the Data Protection Officer (DPO), for example
- **Purpose of the processing** : what will the personal data collected be used for?
- **Legal basis justifying the processing** : it may be the consent of the Internet user, compliance with an obligation provided for by a legal text, the execution of a contract, etc.
- **Mandatory or optional nature of the 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
- **Duration of retention of personal data**
- **Internet user rights**: right to refuse collection, right to access, rectify and delete data
- **Right of the Internet user to lodge a complaint with the Cnil**
- If necessary, existence of a transfer of personal data to a country that does not belong to the European Union

The information must be delivered in a concise, transparent, comprehensible and easily accessible manner, in clear and simple terms.

Attention

The absence of any of this information is 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 site, clearly titled ("Personal data" or "Confidentiality" for example).

This privacy policy must be separate from the general conditions of sale (CGV) or the general conditions of use (CGU) of the website.

Obtain user consent

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

You must also **obtain their consent** when you take any of the following steps:

- **Sending commercial emails** (*newsletter*): you must obtain the user's explicit consent, unless he has already purchased a similar product from your company or is a professional.
You must also give him the means to refuse the reception of new advertisements by proposing an unsubscription at the end of the email.
- **Use of cookies** : these are tracers that analyze the navigation, movements and viewing or consumption habits of the Internet user to allow the display of targeted advertisements.

You must allow the user to consent with a **clear positive act** : a request for consent made by means of **checkboxes** is easily understood by users.

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

The silence of people, which can go through the simple continuation of their navigation, must be interpreted as a refusal.

You should 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 offer the user to consent in a global way to a set of purposes, by integrating "Accept all" or "Refuse all" buttons, but only if all the purposes are presented beforehand.

Attention

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

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** insofar as the parties are not physically present.

Order Entry

When entering the order, you must provide the customer with the following information:

- Price and essential characteristics of the goods or services ordered
- In the event of a subscription, the duration of the contract and the duration of the customer's commitment
- Steps to complete the order
- Technical means allowing the customer, before the conclusion of the contract, to identify the errors and to correct them (possibility of consulting the order thanks to a basket, for example)
- Languages offered for the conclusion of the contract
- Conditions for archiving the contract: when the order is for an amount equal to or greater than **€120**
- Ways to consult the professional and commercial rules to which you intend to comply

Order confirmation

After entering it, the order must follow **3 mandatory steps** :

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

You must inform the customer that **placing his order obliges him to pay for it** .

The button dedicated to the confirmation of the order must imperatively include the mention "Order with payment obligation" or any similar formula devoid of ambiguity.

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

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

Delivery time

Before the conclusion of the contract, you must **indicate the deadline** by which you undertake to deliver the goods or perform the service.

If no date is given, the delivery must take place no later than **30 days** after the online order.

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

You cannot force the customer to accept a certain reimbursement method (credit on a future purchase for example).

Means of payment

Payment can be made when **ordering** or when **delivering** .

You can offer different payment methods, for example:

- **Bank card** : you must sign a distance selling contract with your bank.
- **Bank transfer**
- **Electronic wallet**: for example PayPal or Paylib
- **SMS or provision of internet access** : the amount of the order is added to the telephone/internet bill.
- **Check or cash** : for payment on delivery

Attention

You cannot charge any additional fees for using a payment method.

Right to retract

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

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

The period runs from the day after receipt for the sale of goods and from the conclusion of the contract for the provision of services.

You must mention this right, specify the conditions, the deadline and the procedures for exercising it (whether or not you bear the cost of return), and propose a standard withdrawal form (<https://entreprendre.service-public.fr/vosdroits/R38397>) .

When you are informed of the customer's decision to withdraw, you have a period of **14 days to proceed with the reimbursement** of all sums paid.

The same rules apply to sale products.

However, some products or services **are not subject to the right of withdrawal** and therefore cannot be refunded. This is particularly the case for the following products:

- Personalized product: it has been made especially for the consumer (tailor-made for example)
- Quickly perishable product: food products for example
- Software, video tapes, CDs, DVDs if unsealed by the consumer
- Press: newspapers, periodicals or magazines
- Provision of accommodation services, transport of goods, car rental, catering or leisure activity provided on a specific date.
- Provision of services fully executed before the end of the withdrawal period: the execution of the service must have begun after the consumer's express prior agreement and express waiver of his right of withdrawal.

Attention

The absence of information on the existence of a right of withdrawal is sanctioned with an administrative fine of **€15,000** for a sole proprietorship ([EI](#), [EIRL](#), micro-entrepreneur) and **€75,000** for a company (SARL, SA, SAS, etc.).

VSEs and SMEs, do you have a project, a difficulty, a daily question?

Simple and fast public service: you are called back by THE adviser who can help you.

Discuss with an advisor on **Place des Entreprises** (https://place-des-entreprises.beta.gouv.fr/?pk_campaign=entreprendre&pk_kwd=fiche)

Legislation and references

Consumer Code: article L121-20-5 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000027375483/2021-06-09/)

Contracts concluded at a distance and off premises

Consumer Code: article L211-1 to L211-4 (https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006069565/LEGISCTA000032221203/)

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/)

Archiving of the contract concluded electronically

Consumer Code: article L216-3 (<https://www.legifrance.gouv.fr/affichCodeArticle.do?idArticle=LEGIARTI000032226964&cidTexte=LEGITEXT000006069565>)

Reimbursement period in case of late delivery

Consumer Code: articles L221-5 to L221-7 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226878/>)

Pre-contractual information obligation

Consumer Code: articles L221-8 to L221-10 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226870/>)
Off-premises contracts

Consumer Code: articles L221-11 to L221-15 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226862/>)
Contracts concluded at a distance

Consumer Code: articles L221-16 and L221-17 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226850/>)
Telephone canvassing and commercial prospecting

Consumer Code: articles L221-18 to L221-28 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226842/)
Right to retract

Consumer Code: article L232-3 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226433/)
Law applicable to contracts

Consumer Code: articles L121-1 to L121-7 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032227301/)
Definition of unfair commercial practices (misleading or aggressive)

Consumer Code: articles L242-1 to L242-4 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226386/>)
Civil penalties

Consumer Code: articles L242-5 to L242-9 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226376/>)
Penals sanctions

Consumer Code: articles L242-10 to L242-14 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000032226364/>)
Administrative penalties

Criminal Code: article 226-18-1 (<http://www.legifrance.gouv.fr/affichCodeArticle.do?idArticle=LEGIARTI000006417969&cidTexte=LEGITEXT000006070719>)
Sanction in case of processing of personal data despite opposition

Criminal Code: articles R625-10 to R625-13 (<https://www.legifrance.gouv.fr/codes/id/LEGISCTA000006165426/>)
Sanctions in the event of violations of personal rights resulting from files or computer processing

Civil Code: articles 1127-1 (https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032007504/)
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/)
Protection of the privacy of users of electronic communications networks and services

Law n°2004-575 of June 21, 2004 for confidence in the digital economy: article 19 (https://www.legifrance.gouv.fr/loda/article_lc/LEGIARTI000032236011/)

Online services and forms

Help with the declaration of nominative files (<https://entreprendre.service-public.fr/vosdroits/R18321>)
online service

Withdrawal from a distance purchase (on the internet, by correspondence, teleshopping or telephone) (<https://entreprendre.service-public.fr/vosdroits/R38397>)
Document template

Questions ? Answers!

How to declare the domain name of a website? (<https://entreprendre.service-public.fr/vosdroits/F31594>)

What are the mandatory information on a professional's website? (<https://entreprendre.service-public.fr/vosdroits/F31228>)

See as well

Obligations en matière de protection des données personnelles (<https://entreprendre.service-public.fr/vosdroits/F24270>)

Médiation des litiges de la consommation (<https://entreprendre.service-public.fr/vosdroits/F33338>)

Règles du e-commerce (<https://www.economie.gouv.fr/dgccrf/Publications/Vie-pratique/Fiches-pratiques/E-commerce-regles-applicables-au-commerce-electronique>)
Ministère chargé de l'économie

Guide du vendeur e-commerce (PDF - 652.8 KB)
(https://www.economie.gouv.fr/files/files/directions_services/dgccrf/documentation/publications/depliants/vendeur_ecommerce.pdf)
Ministère chargé de l'économie

Que faire quand votre entreprise communique et/ou vend en ligne ? (PDF - 201.6 KB) (https://www.cnil.fr/sites/default/files/atoms/files/bpi-cnillrgpd_fiche-1_que-faire-quand-votre-entreprise-communique-vend-en-ligne.pdf)
Commission nationale de l'informatique et des libertés (Cnil)

RGPD : de quoi parle-t-on ? (<https://www.cnil.fr/fr/informatique-et-libertes-suis-je-concerne>)
Commission nationale de l'informatique et des libertés (Cnil)

Site web, cookies et autres traceurs (<https://www.cnil.fr/fr/site-web-cookies-et-autres-traceurs>)
Commission nationale de l'informatique et des libertés (Cnil)

La prospection commerciale par courrier électronique (<https://www.cnil.fr/fr/la-prospection-commerciale-par-courrier-electronique>)
Commission nationale de l'informatique et des libertés (Cnil)

Foire aux questions sur la sécurité du commerce électronique (<http://www.interieur.gouv.fr/A-votre-service/Ma-securite/Conseils-pratiques/Sur-internet>)
Ministère chargé de l'intérieur

Garanties du vendeur : tout savoir avant d'acheter (<https://www.inc-conso.fr/content/garanties-du-vendeur-tout-savoir-avant-dacheter>)
Institut national de la consommation (INC)