

GUIDE

CHECKLIST: WHAT EVERY **E-SHOP** IN ALBANIA NEEDS TO HAVE?

ecommerce4all.eu

2022

Project supporter

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ABOUT THE PLATFORM

ecommerce4all.eu

The ecommerce4all.eu platform is a resource and information center on key e-commerce aspects for all CEFTA markets (Albania, Bosnia and Herzegovina, N. Macedonia, Moldova, Montenegro, Serbia, and Kosovo*). The web platform consists of relevant e-commerce data and resources, including basic e-commerce data, interactive graphs, and data on CEFTA e-commerce market development, as well as data on key aspects of doing business in e-commerce.

The data on key aspects of doing business in e-commerce is structured in five modules: e-commerce data, regulation, payment, delivery, and e-commerce success stories in all CEFTA markets. Each of these modules will contain relevant market-specific information, tutorials, manuals, topic-related documents, and video presentations, except for the first module “e-commerce data” which is meant to present the state of e-commerce in all CEFTA markets through statistics and data on the development of the e-commerce markets (interactive graphs of the state of e-commerce in each market and comparisons of e.g. customers, payment cards, digital skills, UNCTAD B2C e-commerce readiness index and other relevant Eurostat data). All data will be presented in both the local language of each of the CEFTA markets and in English.











The platform is supported by the Open Regional Fund for South – East Europe – Foreign Trade project, implemented by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH on behalf of the European Union and the German Federal Ministry for Economic Cooperation and Development (BMZ).

*This designation is without prejudice to positions on status and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.

What should every e-merchant know?

WHAT CONDITIONS SHOULD AN E-MERCHANT MEET?

According to Article 7 of the Law on “ Electronic Commerce” , based on the obligation for general information, the e-merchant or as it is called the service provider, provides for the buyer or as it is called the recipients of the service and for the relevant authorities information, at least:

-  the trade name of the e-merchant and, if there is no such, the name by which he is registered for the exercise of the activity;
-  the address of the place where the headquarters or the main center of activity of the e-merchant is located;
-  e-mail address or any other details that allow fast and efficient communication with e-merchant;
-  registration data in the commercial register of the e-merchant, especially the unique identification number of the person;
-  special data of the responsible supervisory authority, when the activity of the e-merchant is the object of its exercise through its equipment with special authorization;
-  regulated professions, indicating also:
 -  professional public institution or similar institution, where the e-merchant is registered;
 -  the professional title and the country of issue or acquisition;
 -  reference to the rules governing the profession and jurisdiction applied in the country of its creation, as well as the means of information about them;
-  the unique identification number of the entity or NIPT.






IN ADDITION TO THIS INFORMATION, E-MERCHANT IS OBLIGED TO MAKE THE FOLLOWING INFORMATION AVAILABLE:

PRODUCT INFORMATION

The service provider provides clear, accurate and easily understandable information about the goods or services it offers or intends to offer in the future, especially pricing. The information must be clear and easily understood, that the price offered by it is final and that it includes the tax and the costs of transporting or sending it to the final destination, of the beneficiary or recipient.

1. In any case, the service provider is obliged, in the information it provides, in addition to the provisions of this law, to respect the provisions of law no. 9902, dated 17.4.2008 "On consumer protection".

The e-trader provides complete information, in a clear and understandable way, as well as before the request is made by the buyer, for:

-  the various procedural steps to be followed for concluding the contract;
-  contractual conditions of the parties;
-  technical ways to identify and correct errors, before submitting the request / order;
-  the languages offered for concluding the contract;
-  the fact whether the concluded contract will be archived by the service provider and whether there will be access to this contract.

2. In cases when the parties, who are not consumers, agree differently from what is required in point 1 of this article, the service provider indicates the Code of Ethics, which describes the way of consulting this code in electronic form.

3. The terms of the contract and its general terms are given to the recipient in such a way that he can store, use and reproduce them for the purposes of this relationship.

4. Points 1 and 2 of this article do not apply to contracts concluded exclusively through the exchange of electronic mail or individual, equivalent communications.



ELECTRONIC CONTRACT SIGNING

1. The service provider provides a summary of the conditions, general and specific, that apply to the contract, as well as notifies without delay the receipt of the order by the service recipient by electronic means, unless the non-consumer parties agree otherwise.
2. The electronic contract is considered concluded when the provider receives an electronic message, which contains the declaration of receipt of confirmation and acceptance of the offer.
3. The proposal and acceptance of the offer, made by the parties in the legal relationship, which arises due to electronic commerce between them, are considered to have been received, when the parties, in advance, have proven to each other that they are able to receive them electronically. In this case, the provisions of the Civil Code for the acceptance or rejection of the offer, provided in the general terms of the contracts, are applicable for this purpose as well.

OBLIGATIONS OF THE SERVICE PROVIDER

1. Service providers, which are the subject of this chapter, do not have obligation to monitor the information they transmit or store, as well as to search for facts or situations that indicate an illegal activity.
2. Service providers shall immediately notify the responsible authorities if they have reasonable doubts that the users of the services:
 - are carrying out illegal activities;
 - have submitted illegal information.
3. Service providers submit to the responsible bodies, based on their request and in accordance with applicable law, all information that enables the identification of the recipient of these services.







SUPERVISORY AUTHORITIES AND SANCTIONS

SUPERVISORY AUTHORITIES

1. For the follow-up and implementation of the obligations, defined in this law, by the providers of information society services, is in charge of the Electronic Communications Authority and Postal (AKEP).
2. For the follow-up and implementation of the obligations, defined in this law, for the protection of consumers, are charged with the Consumer Protection Commission and the structure responsible for consumer protection, defined in the law "On consumer protection".
3. For the purposes of oversight, information society service providers provide authorized persons to access computer equipment and provide, without delay, information and transmitted documents, related to the subject of supervision.

SANCTIONS

1. A legal entity, provider of an information society service, shall be punished by a fine of 200 000 (two hundred thousand) ALL, for the following cases:

-  violation of the obligation for general information (Article 7);
-  violation of the obligation for general information on commercial communications (Article 8);
-  violation of the obligation to provide access for the conclusion of the contract (Article 13 point 1);
-  non-compliance with point 3 of article 13 of this law for not granting access to the recipient of service, in order to preserve, use and reproduce them;
-  violation of the obligations of points 2 and 3 of article 20 of this law;
-  not providing access to computer equipment and information for authorized persons, according to point 3 of article 21 of this law.

2. If the above violations are committed by natural persons, service providers of the company information, in this case they are fined 100,000 (one hundred thousand) ALL.

3. Violations provided by this law, when they do not constitute a criminal offense, constitute a minor offense administrative and, according to their field of action, the supervisory authorities impose fines, according to provisions in this law.

COMPLAINT

Against the decision of the fine can be appealed in court within 30 days from the date of the announcement of the decision or its notification.

SETTLEMENT OF DISPUTES

1. Disputes between the parties, arising from entering into a relationship with each other, due to the provision and acceptance of services remotely, are resolved by the arbitral tribunal, in accordance with the arbitration clauses, in accordance with applicable law.

2. In case of absence of the arbitration agreement, the dispute is resolved by the court of judicial district





Project implementator



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This publication was produced with the financial support
of the European Union and the German Federal Ministry of Economic Cooperation and Development (BMZ).
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