

# BULLETIN

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## E-Commerce Platforms Legal Obligations Under Turkish E-Commerce Law

E - Commerce, in the simplest definition, is a type of trade that covers buying and selling goods and services over the internet. While this system, which emerged with the electronic revolution, significantly facilitates our lives; There is also a legal system to which e - Commerce activities are subject to supervision and regulation.

For the purposes of regulating the E-Commerce, the "ELECTRONIC COMMERCE REGULATION LAW" No. 6563 entered into force on 23/10/2014.

The Law on the Regulation of Electronic Commerce covers commercial communication, the responsibilities of service providers and intermediary service providers, contracts made through electronic communication tools, information obligations regarding electronic commerce and sanctions to be imposed.

Also; businesses, consumers, credit systems, platforms where products are exhibited and the issues regarding how these communication channels are provided are defined in the relevant law.

Problems arising in connection with these issues or, as we all know, how the rights of the consumer can be accessed and used in the context of e-Commerce is regulated.

### A. Legal Requirements For The Platform Website

In line with the law, certain rights must be secured to be able to practice e-commerce. In this direction, certain legal information should be available on the platforms where e-Commerce transactions are carried out. These texts and their purpose of existence will be explained in detail below.

the required information

- Distance Sales Contract
- E-Commerce Preliminary Information Form
- E-Commerce Confidentiality Agreement and Personal Data Protection "KVKK".
- Regulation of the Right of Withdrawal in E-Commerce.
- Membership Agreement in E-Commerce (subject to the company's requirements)
- E - Invoice

### ***Distance Sales Contract***

Electronic sales platforms are obliged to include the distance sales contract within their structure. Distance sales contracts are of great importance in terms of preventing disputes and rights violations that may arise between the party providing the product and the consumer. For this reason, the existence of the distance sales contract has been made mandatory on the aforementioned platforms and it is obligatory to sign it immediately before the purchase together with the preliminary information form.

For this reason, the distance sales contract contains important elements such as the rights brought by the goods subject to shopping (warranty certificate, etc.), the date of the contract, the rights of the seller and the buyer.

### ***Preliminary Information Form***

In the preliminary information form, essential elements such as the contact information of the seller, detailed specifications of the goods sold, return and withdrawal conditions are regulated.

It will not be possible to make purchases without signing or authorizing these documents.

### ***Confidentiality Agreement and Personal Data Protection “KVKK”***

While ensuring that the services provided by electronic sales platforms are secured, copied and exposed, it is aimed to protect the contact information, private and personal data of the buyer.

Both parties undertake that they will fulfill the aforementioned obligations on behalf of each other and that they will not disclose the matters undertaken to remain confidential to third parties.

### ***E-Invoice***

It is obligatory to make E-Commerce transactions by invoicing for reasons such as keeping records and taxation while performing sales transactions.

For this reason, invoicing is also mandatory in sales transactions made within the scope of e -Commerce and these invoicing transactions must be made through the electronic system.

## **B. Right of Withdrawal and Return Conditions**

The right of withdrawal is the right to withdraw from the purchase without the need for any condition and/ or reason. The consumer who purchases the product has the right of withdrawal within 14 days without any conditions.

There may be exceptions in some cases: such as the loss of value of the products due to packaging. However, the general rule is that the buyer can exercise the right of withdrawal unconditionally within the 14 days.

The return must be made within 10 at the latest against the buyer who has exercised his right of withdrawal. Although this is the general rule, it is of course possible for the seller to refuse the return. However, this issue must be notified to the buyer by e-mail within 10 days.

## **C.Obligations of the Parties**

In general, in the context of trade, there are two parties: seller and buyer. In the E-Commerce Law, buyers are consumers, while merchants and service providers are sellers whose sales are realized on an electronic platform. In addition, the law also includes the obligations of real and legal persons who are defined as "Intermediary Service Providers" who provide the electronic commerce environment for the economic and commercial activities of others.

### ***Obligations of the Service Provider***

The primary obligation of service providers is the obligation to provide information to the buyer. It is obliged to provide information about the product in a way that is easily accessible to the buyer, the ways to be followed in the contract, the delivery of the contract to the buyer, dispute resolution methods and alternatives, if any, to the buyer.

While these obligations are valid for consumers, it is possible to agree on the opposite or alternatives of the aforementioned situations if both parties are merchants.

### ***Obligations of the Buyer***

In addition to our above-mentioned explanation with the subheading "Confidentiality Agreement and KVKK", no substantial buyer obligation is regulated.

Since "buyers" are mostly consumers, they do not have additional obligations regulated in the context of the E-Commerce Law.

### ***Obligations of the Intermediary Service Provider***

Intermediary service providers are obliged to meet the requirements of the platform to realize the sales transactions on the electronic platform where the sale takes place.

In this regard, while service providers allocate the appropriate electronic platform to carry out sales transactions, they have the obligation not to offer the goods of the service provider on different electronic platforms or not to promote different platforms for each other.

In addition, there is also an obligation to verify the information provided by service providers on these electronic platforms from electronic media and/or relevant institutions.

In general, the obligations of intermediary service providers can be categorized as follows: to make the electronic platform suitable for service providers to carry out sales transactions, to confirm the information provided by the service provider on behalf of themselves and their goods in accordance with the electronic environment and not to cause transactions contrary to the prohibition of competition.

The above-mentioned issues generally cover the basic contractual contents required for the execution of e - Commerce activities and the fields of action of the parties carrying out these activities.

When the "Law on the Regulation of Electronic Commerce" is examined in detail, it clarifies many issues such as domestic and international transaction volumes, which law will be subject to disputes that companies performing mixed-type sales activities will experience depending on the amount of sales made in electronic environment, and unfair commercial practices in electronic commerce.

However, as we mentioned, the purpose of this article is related to the contracts and other documents that must be absolutely necessary for the realisation of e - Commerce activities within the scope of the law, and the broad obligations and job descriptions of private and legal persons who carry out these activities.

In this context, in our article above; the rights of the buyers within the scope of e - Commerce, the obligations of the service providers, the activities to be carried out by the intermediary service providers are presented and the rights of the parties to be protected and observed in terms of the purpose of the Law are included.