

**THE NATIONAL ASSEMBLY**

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Law No. 19/2023/QH15

**THE SOCIALIST REPUBLIC OF VIETNAM**

**Independence - Freedom - Happiness**

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*Hanoi, June 20, 2023*

## **LAW**

### **ON PROTECTION OF CONSUMER RIGHTS**

*Pursuant to the Constitution of the Socialist Republic of Vietnam;*

*The National Assembly hereby promulgates the Law on Protection of Consumer rights.*

#### **Chapter I**

### **GENERAL**

#### **Article 1. Scope**

This Law provides for principles and policies for protecting consumer rights; rights and obligations of consumers; traders' responsibility to consumers; consumer right protection activities by agencies and organizations; settlement of disputes between consumers and traders; state management of protection of consumer rights.

#### **Article 2. Regulated entities**

1. Consumers.
2. Traders.
3. Vietnamese Fatherland Front; socio-political organizations.
4. Socio-political-professional organizations, social organizations, socio-professional organizations (hereinafter referred as “social organizations”) participating in protecting consumer rights.
5. Domestic and foreign agencies, organizations and individuals related to protection of consumer rights.

#### **Article 3. Definitions**

For the purposes of this Law, the terms below shall be construed as follows:

1. “*consumer*” means a person who purchases or uses products, goods and services to meet consumption or domestic needs of individuals, families or organizations and for non-commercial purposes.

2. “*trader*” means an organization or individual that performs one, more or all of stages of a process encompassing investment, production, sale of products and goods or supply of services on the market for profit-making purposes. Traders consist of:

a) Business entities prescribed by the Commercial Law;

b) Individuals who conduct commercial activities independently and regularly but who are not required to have business registration.

3. “*consumer information*” includes consumers' personal information, information about their process of purchasing and using products, goods and services and other information related to transactions between consumers and traders.

4. “*defective product or good*” means a product or good which fails to ensure safety of consumers and which is likely cause damage to their lives, health or property but for which the defect was yet to be found at the time such product or good was supplied to consumers despite the fact that such product or good was manufactured in accordance with the standard or technical regulation in force. Defective products or goods include:

a) Mass-produced products or goods containing a defect originated from a technical design;

b) Singly produced products or goods containing a defect originated from the process of their manufacturing, processing, transport, storage and use;

c) Products and goods which have the potential to threaten safety during their use but fail to have no adequate instructions or warnings for consumers.

5. “*remote transaction*” means a transaction which is made online, by electronic means or other means that consumers are not permitted to check or have direct contact with products, goods or services before participating in the transaction.

6. “*continuous supply of services*” means a supply of services which is provided for a term of 03 months or more or for an indefinite term.

7. “*direct selling*” means a trader proactively approaching consumers to introduce their products, goods or services so as to sell or supply them to consumers. It takes the following forms:

a) Door-to-door sales, which involves selling products or goods or supplying services at consumers’ residences or workplaces;

b) Multi-level marketing (hereinafter referred to as “MLM”), which involves selling goods through a network of participants at different levels wherein commissions, bonuses and other

economic benefits are or may be paid to participants based on their personal sales and the sales made by other distributors below the participants;

c) Selling of goods at locations other than regular transaction locations, which involves introducing and selling products or goods or supplying services at locations other than fixed regular locations where products or goods are retailed or services are supplied.

8. “*specific transactions*” include remote transactions, transactions involving continuous supply of services and direct selling between traders and consumers.

9. “*influencer*” means an expert or a person who has reputation or publicity in a specific field, industry or profession according to the Government's regulations.

10. “*sustainable consumption*” means the efficient use of products, goods and services in a way that minimizes negative environmental and socio-economic impacts while meeting consumption or domestic needs of individuals, families and organizations.

#### **Article 4. Rights of consumers**

1. Have their life, health, honor, dignity, reputation, property, information, rights and other legitimate interests protected when participating in transactions or using products, goods and services provided by traders.

2. Be provided with invoices and documents related to transactions; timely, accurate and adequate information about products, goods, services, transaction details, origin of products, goods and services and about traders.

3. Select products, goods, services and traders according to their practical demands and conditions; decide whether to participate in transactions; agree with traders about transaction details; be provided with products, goods and services as agreed.

4. Comment to traders on the prices and quality of products, goods and services, service styles, trading methods and details of transactions between consumers and traders.

5. Request traders to compensate for damage if products or goods contain defects or products, goods or services fail to conform to standards or technical regulations, fail to satisfy regulations on safety, measurements, quantity, weight, quality, uses or prices or other regulations as prescribed by law or are inconsistent with those registered, notified, announced, posted, advertised, introduced, agreed or declared by traders.

6. Participate in formulating policies and laws on protection of consumer rights.

7. File complaints, denunciations or lawsuits or request social organizations to file lawsuits to protect their rights in accordance with regulations of this Law and other relevant regulations of law.

8. Be provided with counseling, assistance and guidance on knowledge and skills in consumption of products, goods and services.
9. Be enabled to select a healthy and sustainable consumption environment.
10. Be protected upon using public services in accordance with regulations of this Law and other relevant regulations of law.
11. Exercise other rights as prescribed by law.

#### **Article 5. Obligations of consumers**

1. Inspect products and goods prior to their receipt as prescribed by law; select to consume products and goods of clear origin.
2. Consume products, goods and services without violating laws, without contradicting fine traditions and customs, social ethics, without infringing upon national and public interests, and without causing harm to life, health and property of their own and others.
3. Adhere to conditions and guidelines for transporting, preserving and using products, goods and services; regulations on inspection, environmental protection and sustainable consumption as prescribed by law.
4. Promptly and accurately inform regulatory bodies, organizations and individuals concerned as any product, good or service circulated on the market is found failing to ensure safety, damaging or threatening to damage life, health, honor, dignity, reputation or property of consumers; notify traders' acts which infringe upon the legitimate rights and interests of consumers.
5. Bear responsibility for providing inaccurate or inadequate information relating to transactions between consumers and traders as prescribed by law.
6. Assume other obligations as prescribed by law.

#### **Article 6. Principles of protecting consumer rights**

1. Protecting consumer rights is responsibility of the State, organizations, individuals and entire society.
2. Legitimate rights and interests of consumers are recognized, respected, guaranteed and protected as prescribed by law.
3. Consumer rights must be proactively protected in a timely, fair, transparent and lawful manner.
4. Consumer right protection activities do not infringe upon interests of the State, legitimate rights and interests of traders and other organizations and individuals.

5. Transactions between consumers and traders must be made in such a way that ensures fairness, equality, gender non-discrimination and voluntariness, does not contradict laws, contradict fine traditions and customs as well as social ethics.

#### **Article 7. State policies on protection of consumer rights**

1. Enable consumers, other agencies, organizations and individuals to fully exercise their rights and obligations and encourage initiative in conducting consumer right protection activities; encourage consumers, other agencies, organizations and individuals to participate in protecting consumer rights and respect them for their participation.

2. Encourage and assist traders in science and technology research, application and development and innovation in support of their protection of consumer rights.

3. Enable agencies and organization in charge of protecting consumer rights and related agencies and organizations to mobilize resources for investment in infrastructure and development of human resources; encourage and promote private sector involvement in provision of counseling, assistance, dissemination of policies, laws, knowledge and guidance on skills in protecting consumer rights.

4. Protect consumer rights in association with promoting responsible business practices, diversifying modern distribution channels and building an independent and self-reliant economy.

5. Speed up international integration, expand international cooperation and share information and experience in protection of consumer rights.

6. Improve business ethics, create a safe, civilized, healthy and sustainable consumption culture; strictly and promptly handle acts of infringing upon consumers' interests.

7. Boost sustainable production and consumption, including the following activities:

a) Encourage and promote investment, production, circulation, distribution, export and import of products, goods, services and eco-friendly technologies to aim for green and circular economy, thereby furthering consumers' interests;

b) Assist organizations and individuals in applying and developing advanced science and technology, codes, barcodes and tracing so as to produce and supply products, goods and services in such a way to assure safety and quality, and improve competitiveness of products, goods and services;

c) Proactively and responsibly participate in boosting sustainable production and consumption in the region and the world.

#### **Article 8. Protecting rights of vulnerable consumers**

1. Vulnerable consumer is a consumer who at the time of purchase or use of products, goods or services is likely to be subject to a variety of adverse impacts in terms of access to information, health, property, and dispute settlement. Vulnerable consumers include:

- a) The elderly prescribed by regulations of law on the elderly;
- b) Persons with disabilities prescribed by regulations of law on persons with disabilities;
- c) Children prescribed by regulations of law on children;
- d) Ethnic; persons living in ethnic minority areas, mountainous areas, islands, disadvantaged and extremely disadvantaged areas prescribed by law;
- dd) Pregnant women or women raising a child under 36 months of age;
- e) Persons having fatal diseases prescribed by law;
- g) Members of poor households prescribed by law.

2. Vulnerable consumer rights shall be protected as follows:

- a) Vulnerable consumers shall have their consumer rights protected in accordance with regulations of this Law and rights and priority policies protected under other relevant regulations of law;
- b) Traders shall have the initiative and responsibility to implement the regulations enshrined in clause 3 of this Article;
- c) If any vulnerable consumer makes a request for protection enclosed with evidence or document proving that he/she is a vulnerable consumer and his/her rights are infringed upon, the trader shall give priority to the receipt and processing thereof and shall not transfer such request to a third party, unless that third party has related obligations. In case of refuse to process the vulnerable consumer's request, the trader shall give a written response, specifying the legal grounds and non-conformity with the published policy as prescribed in clause 3 of this Article;
- d) Traders shall compensate vulnerable consumers for any damage in accordance with civil legislation in case of delaying receiving or processing, refusing to give priority to receiving or processing or refusing to receive or process consumers' requests as prescribed in point c of this clause;
- dd) Consumer right protection authorities, socio-political organizations and social organizations shall give priority to receiving and processing requests of vulnerable consumers and instruct them to provide evidence and documents proving their rights are infringed upon;
- e) Consumer right protection authorities, socio-political organizations and social organizations shall provide instructions, carry out inspection and supervision, and handle violations committed

by traders during the fulfillment of their responsibility specified in clause 3 of this Article within their competence as prescribed by law.

3. Upon making transactions with vulnerable consumers, every trader bear the following responsibility:

- a) Protect rights of vulnerable consumers during their process of purchasing and selling products and goods, and supplying services as prescribed by law;
- b) Appropriately apply the mechanism for complaint/dispute settlement to each vulnerable consumer as prescribed by law;
- c) Not allowed to refuse to settle vulnerable consumers' requests for protection specified in point c clause 2 of this Article for reasons of differences in language, writing, customs or practices;
- d) Avoid stigmatization, discrimination and misuse of vulnerabilities for infringement on the legitimate rights and interests of vulnerable consumers during the process of conducting transactions;
- dd) Formulate and promulgate procedures, methods or measures appropriate to each vulnerable consumer to guarantee rights to file complaints and make requests for dispute settlement and other rights of vulnerable consumers;
- e) Formulate and update the regulations specified in this clause and make them publicly available to vulnerable consumers by posting them at the head office and business locations or on any websites and apps (if any) and provide their employees with training in such regulations.

The responsibility prescribed in this point does not necessarily lie with individuals who conduct commercial activities independently and regularly but who are not required to have business registration; small enterprises, micro enterprises prescribed by law, unless such enterprises conduct the transactions specified in Chapter of this Law;

g) Other responsibility according to regulations of this Law and other relevant regulations of law.

#### **Article 9. Protecting consumer rights with regard to transactions with individuals who conduct commercial activities independently and regularly but who are not required to have business registration**

1. Individuals who conduct commercial activities independently and regularly but who are not required to have business registration as prescribed in this Law shall only bear the following responsibility:

- a) Satisfy regulations on safety, measurements, quantity, weight, quality and uses of their products, goods or services sold or supplied to consumers;

b) Do not sell or supply to consumers the products, goods and services which contradict laws, fine traditions and customs as well as social ethics;

c) Provide accurate and sufficient information about their products, goods or services sold or supplied to consumers;

d) Replace goods for consumers or make refund and receive goods back from consumers in case the their products or goods sold or supplied fail to satisfy regulations on safety, measurements, quantity, volume, quality and uses as declared;

dd) Abide by decisions on product/goods recall if their products or goods sold or supplied are subject to recall; bear the costs of destruction of the products or goods in case they have to be destroyed under a competent authority's decision;

e) Other responsibility prescribed by the Government.

2. According to regulations of this Law and other relevant regulations of law, the Government shall elaborate on the protection of consumer rights with regard to transactions with individuals who conduct commercial activities independently and regularly but who are not required to have business registration.

3. According to regulations of this Law, Government's regulations and specific conditions of local authorities, People's Committees of communes and management boards of markets and commercial zones shall implement specific measures to ensure satisfaction of regulations on safety, measurements, quantity, weight and quality of products, goods and services and protect other legitimate rights and interests of consumers upon purchasing and using products, goods and services of individuals who conduct commercial activities independently and regularly but who are not required to have business registration.

## **Article 10. Prohibited acts in protection of consumer rights**

1. Traders are prohibited from performing any of the following acts:

a) Deceiving or misleading consumers by providing false, incomplete or inaccurate information about one of the following details: products, goods or services which traders sell or supply; traders' prestige, business capacity, capacity for supply of products, goods and services; details and characteristics of transactions between consumers and traders; photos, papers and documents of competent authorities certifying products, goods, services or traders;

b) Harassing consumers through acts of direct or indirect contact against the will of consumers to introduce products, goods, services and traders or to propose the conclusion of contracts or committing other acts that hinder the normal working or living conditions of consumers;

c) Forcing consumers to buy products, goods and services against their will by the use of force, threat of force or other acts of similar nature;



- d) Forcing consumers to pay for products, goods and services supplied without reaching an agreement with consumers in advance;
- dd) Failure to compensate or refund consumers or replace products, goods or services when there is fault on traders' part;
- e) Failure to provide compensation or refund or replace products, goods or services for consumers as the products, goods or services are inconsistent with those registered, notified, announced, posted, advertised, introduced, agreed or declared by traders;
- g) Swapping products, goods or services or cheating at delivery of goods or supply of services to consumers;
- h) Failure to notify in advance or make publicly available to consumers the provision of sponsorship for influencers in any shape or form to use image, advice or recommendation of these persons with a view to promoting trade or encouraging consumers to purchase or use products, goods or services;
- i) Preventing consumers from inspecting products, goods and services, unless otherwise prescribed by law;
- k) Requesting consumers to buy a product, good or service as a prerequisite for conclusion of a contract against the consumer's will;
- l) Specifying the prohibited clauses mentioned in Article 25 of this Law in contracts signed with consumers, standard form contracts and general trading conditions;
- m) Collecting, storing, using, modifying, updating or destroying consumer information against the law.

2. Organization and individuals that perform MLM are prohibited from performing any of the following acts:

- a) Requesting a prospective participant to deposit or pay a certain amount of money or purchase a certain quantity of goods in any way to be eligible to enter into an MLM contract;
- b) Providing false or misleading information to consumers and individuals participating in MLM.
- c) Operating the MLM network without obtaining the MLM registration certificate; introducing the MLM network before obtaining the MLM registration certificate;
- d) Operating the MLM network with respect to services or other forms other than purchase or sale of goods, unless otherwise provided for by law;
- dd) Developing the MLM network without actual goods sale and purchase transactions

e) Engaging in any of the acts specified in clause 1 of this Article.

3. Traders establishing, operating and supplying digital platform services are prohibited from performing any of the following acts:

a) Forcing or preventing consumers from registering or using other intermediary digital platforms as a prerequisite for using services;

b) Limiting consumer choice by arranging products, goods or services among traders on digital platforms in certain order of priority without disclosing the arrangement criteria;

c) Implementing any measure to prevent the display or to untruthfully display consumers' feedback or reviews on products, goods, services or traders on digital platforms, unless such feedback or reviews contradict regulations of law or social ethics;

d) Adopting any measure to prevent the registration, operation or review by or the display of feedback of social organizations participating in protection of consumer rights;

dd) Preventing consumers from removing built-in software or apps which do not affect basic technical features in support of normal operation of digital platforms or forcing consumers to install accompanying software or apps on digital platforms;

e) Engaging in any of the acts specified in clause 1 of this Article.

4. Organizations and individuals are prohibited from taking advantage of the protection of consumer rights so as to infringe upon interests of the State, legitimate rights and interests of other organizations and individuals.

5. The Government shall elaborate clause 2 of this Article.

#### **Article 11. Requesting regulatory bodies to impose penalties for violations of law in relation to consumer rights**

1. If any violation of the law on protection of consumer rights and other regulations of law on protection of consumer rights is found, consumers, organizations and individuals concerned reserve the right to request a competent authority in person or in writing to impose penalties as prescribed by law.

2. Every competent authority shall receive and process requests of consumers, organizations and individuals concerned according to its functions, tasks, powers and fields assigned.

3. If the consumer right protection authority receives a request specified in clause 1 of this Article which involves a field under the management of another state authority, it shall transfer the request to the latter and notify the consumer, organization or individual concerned.

4. Consumers, related organizations and individuals shall provide information and evidence for violations of law committed by traders.

### **Article 12. International cooperation in protection of consumer rights**

1. International cooperation in protection of consumer rights shall adhere to the principle of respect for the national independence, sovereignty and territorial integrity, non-interference in each other's internal affairs, mutual respect and benefit and conformity with the Constitution and laws of Vietnam and treaties to which the Socialist Republic of Vietnam is a signatory.

2. If the Socialist Republic of Vietnam is not a signatory to a related treaty yet, the international cooperation in protection of consumer rights shall adhere to the principle of reciprocity without being contrary to the Constitution and laws of Vietnam, international laws and practices.

3. The international cooperation in protection of consumer rights shall involve consultation, exchange of information and documents, receipt and settlement of disputes, imposition of penalties for violations of consumer rights or other appropriate international cooperation activities in accordance with regulations of Vietnamese law and treaties to which the Socialist Republic of Vietnam is a signatory.

### **Article 13. Vietnam Consumer Rights Day**

1. March 15 is the Vietnam Consumer Rights Day.

2. The Government shall prescribe the organization of activities in response to the Vietnam Consumer Rights Day.

## **Chapter II**

### **TRADERS' RESPONSIBILITY TO CONSUMERS**

#### **Article 14. Satisfying regulations on safety, measurements, quantity, weight, quality and uses of products, goods and services sold and supplied to consumers**

1. Traders must satisfy regulations on safety, measurements, quantity, weight, quality and uses of products, goods and services sold and supplied to consumers as registered, notified, announced, posted, advertised, introduced, agreed or declared by traders as prescribed by law.

2. Traders must warn about products, goods and services that are likely to threaten safety, adversely affect lives, health and property of consumers and notify precautions as prescribed by law.

#### **Article 15. Protecting consumer information**

1. Any trader that themselves or authorize or hire a third party to collect, store, use, modify, update or destroy consumer information must ensure the safety and security of consumer information in compliance with regulations of this Law and other relevant regulations of law.

2. If the trader authorizes or hires a third party to collect, store, use, modify, update or destroy consumer information, they must obtain consent from the consumer. The authorization or hiring of a third party must be made under a written agreement which indicates the scope and responsibility of each party for protecting consumer information in accordance with regulations of this Law and other relevant regulations of law.

3. If a consumer conducts their transaction through a third party, the third party has the responsibility to protect consumer information in accordance with regulations of this Law and other relevant regulations of law.

#### **Article 16. Formulating principles of consumer information protection**

1. Unless otherwise prescribed by law, any trader that collects, stores or uses consumer information shall formulate information protection principles which include the following elements:

a) Purpose of information collection;

b) Scope of information use;

c) Information storage period;

d) Measures to protect information and ensure consumer information safety.

2. The principles specified in clause 1 of this Article must be publicly announced in a distinct position at the head office and business locations, and on any websites or apps (if any) so as for consumers to access prior to or at the time of information collection.

#### **Article 17. Giving notification upon collection and use of consumer information**

1. Before storing or using consumer information, traders must notify consumers clearly and publicly using a suitable method of the purpose and scope of information collection, scope of information use and information storage period and must obtain consent from the consumer, except for the case specified in clause 3 of this Article.

2. Traders must establish a mechanism for consumers to be able to choose information fields which consumers agreed to provide and express their consent, except for the cases specified in clause 3 of this Article, points b and c clause 3 Article 18 of this Law.

3. Traders are not required to discharge the obligation specified in clause 1 of this Article in the case of collecting information already disclosed by consumers or other cases prescribed by law.

## **Article 18. Using consumer information**

1. Before changing the purpose and scope notified to consumers, traders must notify consumers again and obtain their consent for such change.
2. The use of consumer information prescribed in this Law also involves sharing, disclosing and transferring consumer information to a third party.
3. Traders must use consumer information accurately, in accordance with the notified purposes and scope and with the consumer's consent, except for the following cases:
  - a) There are separate agreements with consumers on the purposes and scope of use other than the notified purposes and scope;
  - b) They aim to sell or supply products, goods or service at the request of consumers and within the scope of information to which consumers give their consent;
  - c) They aim to fulfill obligations as prescribed by law.
4. Any trader that collects or uses consumer information shall establish a mechanism for consumers to choose between permitting and not permitting the following acts:
  - a) Sharing, disclosing or transferring information to any third party, unless the trader transfers information collected in conformity with this Law and other relevant regulations of law to a third party for storage or analysis in service of business activities by the transferor and the two parties has reached a written agreement that the third party has the responsibility to protect consumer information as prescribed in this Law;
  - b) Using consumer information to advertise or introduce products, goods or services or to carry out other commercial activities.

## **Article 19. Assuring safety and security of consumer information**

1. Traders must assure the safety and security of consumer information which they collect, store and use and take measures to prevent the following acts:
  - a) Stealing or illegally access information;
  - b) Illegally using information;
  - c) Illegally modifying, updating or destroying information.
2. Traders must receive and handle consumers' feedback, requests and complaints related to the illegal collection of information or use of information for improper purposes or beyond the notified scope.

3. If an information system is attacked, causing a risk of threatening safety and security of consumer information, the trader or party storing relevant information must notify a competent authority within 24 hours after detecting the attack and implement necessary measures to assure safety and security of consumer information in accordance with regulations of law on cybersecurity, network information security and e-transactions, and other relevant regulations of law.

#### **Article 20. Inspecting, modifying, updating, destroying, transferring and suspending transfer of consumer information**

1. Consumers reserve the right to request traders to inspect, modify, update, destroy, transfer and suspend transfer of their information to third parties.
2. Traders must comply with consumers' requests specified in clause 1 of this Article or provide consumers with tools or information so as for them to do so themselves as prescribed by law.
3. Traders must destroy consumer information when the storage period expires under point c clause 1 Article 16 of this Law or other relevant regulations of law.

#### **Article 21. Providing information about products, goods, services, standard form contracts and general trading conditions to consumers**

Traders have the responsibility to:

1. Provide accurate and adequate information about:
  - a) Products, goods and services, including measurements, quantity, weight, quality, uses, prices, origin, expiry dates, fees, costs, delivery methods, delivery dates, mode of transport, payment methods;
  - b) The traders;
  - c) Consumers' feedback and reviews (if any) on products, goods, services or traders;
2. Label goods in such a way to ensure truthfulness, clarity, accuracy and true reflection of the nature of goods as prescribed by law;
3. Display prices in accordance with regulations of law on prices;
4. Provide information about their ability to supply replacement parts and accessories of products and goods;
5. Provide instructions for use; warranty as prescribed in Article 20 of this Law in case products, goods and services come with a warranty.

6. Publicly disclose information about ingredients, functions and distinct benefits of gendered products, goods and services;

7. Accurately and sufficiently notify consumers of standard form contracts and general trading conditions prior to trading.

## **Article 22. Responsibility of third parties for providing information about products, goods and services to consumers**

1. If a trader provides information about their products, goods or services to consumers through a third party, the third party shall:

a) Provide accurate and adequate information about the products, goods or services supplied by the trader and related review and rating programs (if any);

b) Request the trader to provide information, documents or tools to prove the accuracy and adequacy of information about their products, goods or services;

c) Assume joint responsibility for providing inaccurate or inadequate information about the products, goods or services, unless it is proved that all measures have been implemented as prescribed by law to inspect the accuracy and adequacy of information about the products, goods or services;

d) Implement other relevant regulations of law.

2. If a trader provides information about their products, goods or services to consumers through the media, the media owner or media service provider shall:

a) Implement the regulations set out in clause 1 of this Article;

b) Produce, develop and adopt technical solutions to prevent the media and services under their management from being used for the purpose of harassing consumers;

c) Refuse to permit traders to use the media and services under their management to harass consumers;

d) Prevent the trader from using the media and services under their management to harass consumers at the request of the competent authority.

3. If a trader provides information about their products, goods or services to consumers through an influencer, the influencer shall:

a) Implement the regulations set out in clause 1 of this Article;

b) Give a prior notice to consumers that he/she is sponsored to provide information about products, goods or services.

## **Article 23. Contracts signed with consumers, standard form contracts, general trading conditions**

1. Formats of contracts signed with consumers, standard form contracts and general trading conditions shall comply with regulations of civil law and other relevant regulations.
2. Language and forms of written contracts signed with consumers, standard form contracts or general trading conditions must be clear and coherent.

The language used in contracts signed with consumers, standard form contracts and general trading conditions is Vietnamese. Parties may agree to use ethnic minority languages of Vietnam or foreign languages. In the event of any discrepancy between the Vietnamese version and the version using an ethnic minority language of Vietnam or a foreign language, the version that is more favorable to consumers shall prevail.

3. A standard form contract must contain at least:

- a) Information about parties to the contract, including names, addresses, phone number or other contact method (if any);
- b) Information about the product, good or service sold or supplied under the contract;
- c) Measurements, quantity, volume, quality, uses and price of the product, good or service sold or supplied, components that constitute the final price of product, good or service if the law stipulates that the price of the product, good or service must be made publicly available;
- d) Payment methods and deadline;
- dd) Time, place and methods of selling or supplying about the product, good or service;
- e) Parties' rights and obligations in compliance with regulations of this Law and other relevant regulations of law;
- g) Responsibility for protecting consumer information;
- h) Cases of contract termination and liabilities arising from contract termination;
- i) Force majeure events as prescribed by law;
- k) Methods of dispute settlement;
- l) Time of contract conclusion, contract term.

4. Apart from the basic contents mentioned in clause 3 of this Article, the standard form contract must comply with other relevant regulations of law.



5. The Government shall elaborate clause 2 of this Article.

**Article 24. Interpretation of contracts signed with consumers, standard form contracts, general trading conditions**

In the event that contents of a contract signed with a consumer, standard form contract or general trading conditions are interpreted in different ways, the interpretation shall be made in a manner favoring the consumer.

**Article 25. Prohibited clauses specified in contracts signed with consumers, standard form contracts and general trading conditions**

A trader must not specify the following clauses in contracts signed with consumers, standard form contracts and general trading conditions:

1. Limiting or excluding the trader's liability prescribed by law to consumers, unless such responsibility is limited or excluded by relevant laws;
2. Limiting or excluding consumer rights to file complaints or lawsuits;
3. Permitting the trader to unilaterally change regulations set out in the contracts signed with consumers;
4. Permitting the trader to unilaterally change general trading conditions without providing provisions on the consumer's right to terminate contract;
5. Permitting the trader to unilaterally determine that the consumer has failed to discharge one or more liabilities;
6. Permitting the trader to determine or change the price at the time of delivering products or goods or supplying services, unless otherwise provided for by law;
7. Permitting the trader to change the price during continuous supply of services without providing provisions on the consumer's right to terminate contract;
8. Permitting the trader to interpret the contract or general trading conditions in case there is any confusion on interpretation of terms thereof;
9. Excluding the trader's liability in case of products or goods sold or services supplied by a third party;
10. Forcing consumers to discharge their liability even if the trader has not discharged their liability;
11. Permitting the trader to hand over liability to third parties without the consumer's consent, unless otherwise prescribed by law;

12. Specifying sanctions which are more unfavorable to consumers as a result of breach or termination of contract;
13. Permitting the trader to extend contracts signed with consumers without specifying the responsibility to give prior notice or a mechanism for consumers to choose between extending or terminating contracts;
14. Stipulating that the consumer's consent for collection, storage or use of consumer information by the trader serves as a prerequisite for conclusion of contracts and general trading conditions, unless otherwise provided for by law;
15. Specifying a term which is contrary to the requirement of good faith under regulations of civil law, causing an imbalance in the parties' rights and obligations to the detriment of the consumer.

#### **Article 26. Performance of standard form contracts**

1. The consumer must be given a reasonable period of time to review the standard form contract prior to conclusion.
2. The trader shall retain the standard form contract until its expiry. If the contract retained by the consumer is lost or damaged, the trader shall, within 07 working days from the date of receiving the consumer's request, provide a copy of the contract.
3. The standard form contract must be publicly announced by the trader in a distinct position at the head office and business locations, and on any websites or apps (if any) so as for consumers to know contents of the contract or make a deposit or payment in advance before concluding the contract.

#### **Article 27. Application of general trading conditions**

1. Any trader employing general trading conditions shall make such general trading conditions publicly available and give consumers a reasonable period of time to review general trading conditions prior to trading.
2. General trading conditions must clearly specify the time of application and must be publicly announced in a distinct position at the head office and business locations, and on any websites or apps (if any) so as for consumers to become acquainted with the general trading conditions.
3. Consumers shall only be bound by general trading conditions which have been made publicly available in order for consumers to become acquainted with them prior to trading.

#### **Article 28. Control of standard form contracts and general trading conditions**

1. In case products, goods or services are regularly and continuously sold or supplied to a large number of consumers, thereby having direct and long-term impacts on consumers, before signing

contracts with consumers, the trader is required to register their standard form contracts or general trading conditions with a consumer right protection authority.

According to socio - economic conditions and demands for consumer right protection from time to time, the Prime Minister shall promulgate or amend the List of products, goods and services required to have registration of standard form contracts and general trading conditions as prescribed in this Article.

2. Every consumer right protection authority shall, on its own or at the request of any consumer or social organization that participates in protection of consumer rights with authorization of consumers, request a trader to cancel or modify the standard form contract or general trading conditions if it is discovered that such standard form contract or general trading conditions violate consumer rights.

3. The determination of legal consequences of the cancellation or modification of the standard form contract or general trading conditions under specific transactions established with consumers shall comply with regulations of civil law.

4. The industry and sector managing authority shall, within the ambit of its tasks and powers, cooperate with the consumer right protection authority in controlling standard form contracts, general trading conditions as prescribed in this Article.

5. The Government shall elaborate this Article.

#### **Article 29. Providing proof of transactions**

1. Traders shall provide consumers with invoices, documents and papers related to transactions as prescribed by law or at the consumer's request.

2. In case transactions are conducted online, traders shall enable consumers to access, download, archive and print invoices, documents and papers as prescribed in clause 1 of this Article.

#### **Article 30. Warranty on products, goods, parts and accessories**

1. Products, goods, parts and accessories must be covered by warranty agreed upon by parties or compulsory warranty according to regulations of law.

2. If products, goods, parts and accessories are covered by warranty, the trader shall:

a) Publicly announce the warranty policy. It contains at least time and period of application, contents, scope and method of warranty and cases of exclusion of the trader's warranty liability;

b) Accurately and fully discharge their liability to provide warranty on their products, goods, parts and accessories;

c) Provide consumers with a warranty certificate or equivalent document, clearly stating the period of rendering warranty services. Such period shall be excluded from the product, good, part or accessory warranty period.

If a part or accessory is replaced, the warranty period for such part or accessory begins to run again from the date of replacement.

If a product or good is replaced with a new one, the warranty period for such product or good begins to run again from the date of replacement.

d) Provide consumers with a similar product, good, part or accessory for temporary use or propose an appropriate solution which should be agreed upon by the consumer during the warranty period;

dd) Provide a new and similar product, good, part or accessory or recall the product, good, part or accessory and refund the consumer in case the trader has failed to repair or remedy the defect of the product, good, part or accessory by the expiration of the warranty period or in case the trader has warranted the product, good, part or accessory for more than 03 times during the warranty period but the defect remains;

e) Bear the costs of repairing or transporting products, goods, parts or accessories from the consumer's place of residence or the place where the products, goods, parts or accessories are used to the place of warranty and vice versa.

g) Take responsibility for providing warranty on products, goods, parts and accessories of consumers even in case of authorizing or hiring another organization or individual to do so.

### **Article 31. Responsibility for receiving and handling consumers' feedback, requests and complaints**

1. Traders shall organize the receipt and handling of consumers' feedback, requests and complaints.

2. Traders shall notify consumers of the receipt of their feedback, request or complaint within 03 working days from the date of receipt.

3. Any organization or individual that manufactures or imports products or goods or directly sells or supplies products, goods or services to consumers shall formulate and publicly announce the procedures for receiving and handling consumers' feedback, requests and complaints in a distinct position at the head office and business locations, and on any websites or apps (if any).

This clause is not binding upon individuals who conduct commercial activities independently and regularly but who are not required to have business registration, and all micro enterprises as prescribed by law.

### **Article 32. Liability for defective products and goods**

1. When a trader discovers that their products or goods are defective, they have the responsibility to:

- a) Recall and handle defective products or goods as prescribed in Article 33 of this Law and other relevant regulations of law;
- b) Take necessary measures to protect consumer rights during the recall and handling of defective products or goods;
- c) Submit reports to the consumer right protection authority and relevant regulatory body, both before and after the recall; carry out the recall according to the submitted reports and bear the costs incurred during the recall.

2. The consumer right protection authority of the province and specialized authority of the province where the recall of products or goods is carried out shall conduct inspection and supervision to make sure that the recall is carried out according to the reports, protecting consumers' legitimate rights and interests and conforming to regulations of law.

If the recall is carried out within at least 02 provinces or central-affiliated cities, the central consumer right protection authority and relevant central regulatory body shall inspect and supervise it.

3. The Government shall elaborate this Article.

### **Article 33. Recall of defective products and goods**

1. Defective products and goods consist of:

- a) Defective products and goods of Group A causing damage to the life and health of consumers;
- b) Defective products and goods of Group B causing damage to property of consumers;
- c) Defective products and goods causing damage to the health, life and property of consumers, to which the regulations applicable to defective products and goods of Group A shall apply.

2. Upon discovery of any defective product or good of Group A, a trader has the responsibility to perform the following tasks themselves or at the request of the consumer right protection authority or the industry and sector managing authority:

- a) Promptly take any necessary measures to stop the supply of the defective product or good and recall it on the market;
- b) Publicly announce the defective product or good and the recall thereof in a distinct position at the head office and business locations, and on any websites or apps (if any) of the trader until the recall is done;

b) Publicly announce the defective product or good and the recall thereof in at least 05 successive issues or on 05 successive days of a printed/online newspaper or radio/television station at central level and in the locality where such defective products or goods are circulated.

3. Upon discovery of any defective product or good of Group B, a trader has the responsibility to perform the tasks specified in points a and b clause 2 of this Article himself or at the request of the consumer right protection authority or the industry and sector managing authority.

4. The announcement specified in clauses 2 and 3 of this Article shall include the following:

a) Description of the products or goods to be recalled;

b) Reason for the recall and warnings of damage which may be caused by the defective product or good;

c) Time, location and form of the recall;

d) Time and method to remedy the defect;

dd) Other relevant contents (if any) aiming to protect consumer rights.

5. The Government shall elaborate this Article.

#### **Article 34. Providing compensation for damage caused by defective products and goods**

1. Traders shall be liable to provide compensation in the event that their defective products and goods cause damage to the life, health and property of consumers even if they were unaware of or not at fault for the defects, except for the case specified in Article 35 of this Law.

2. Traders that are liable to provide compensation specified in clause 1 of this Article include:

a) Manufacturers of products and goods;

b) Importers of products and goods;

c) Organizations or individuals that attach trade names to their products and goods or use other trademarks or trade indications so that they are identified as manufacturers or importers of products and goods;

d) Organizations and individuals performing commercial intermediary activities for products and goods;

dd) Organizations and individuals that directly supply products and goods to consumers;

e) Other organizations and individuals that are responsible for products and goods in accordance with other relevant regulations of law.

3. If the traders specified in points a, b, c, d and e clause 2 of this Article are not identifiable, the traders specified in point dd clause 2 of this Article shall provide compensation for consumers, unless otherwise prescribed by law.

4. If multiple traders specified in clause 2 of this Article cause damage, they must take joint responsibility for providing compensation for consumers.

5. The provision of compensation shall comply with regulations of civil law and other relevant regulations of law.

### **Article 35. Exemption from liability for damage caused by defective products and goods**

A trader specified in Article 34 of this Law shall be exempt from liability for damage in the following cases:

1. They prove that the state of scientific or technical knowledge at the time the product or good caused damage could not detect;
2. They have implemented all measures mentioned in Articles 32 and 33 of this Law and consumers receive adequate information but deliberately use the defective product or good causing the damage;
3. Other cases under regulations of civil law and other relevant regulations of law.

### **Article 36. Responsibility for failure to supply services as registered, notified, announced, posted, advertised, introduced, agreed or declared**

1. In case of failure to supply a service as registered, notified, announced, posted, advertised, introduced, agreed or declared at the time the service is supplied, the trader shall agree with the consumer to perform one or more remedial measures below:

- a) Supply the service again;
- b) Supply the service free of charge for the remaining period or discount the part of service provided.
- c) Terminate the supply of service and refund the consumer;
- d) Take other measures as agreed upon by the parties.

2. Traders shall bear all costs incurred from applying the remedial measures to the services not supplied as registered, notified, announced, posted, advertised, introduced, agreed or declared.

3. Every consumer reserves the right to claim compensation in case any service is not supplied as registered, notified, announced, posted, advertised, introduced, agreed or declared causing damage to the consumer.

4. A trader shall be cleared of liability for damage if they prove that the state of scientific or technical knowledge at the time the service is supplied to the consumer could not detect that the service is not supplied as registered, notified, announced, posted, advertised, introduced, agreed or declared or in other cases where they are cleared of liability for damage according to regulations of law.

5. The provision of compensation shall comply with regulations of civil law and other relevant regulations of law.

### **Chapter III**

#### **TRADERS' RESPONSIBILITY TO CONSUMERS FOR SPECIFIC TRANSACTIONS**

##### **Section 1. REMOTE TRANSACTIONS**

##### **Article 37. Traders' responsibility for remote transactions**

1. Upon conducting a remote transaction, every trader shall provide consumers with the following accurate and sufficient information:

- a) Name, address, phone number and other contact methods (if any) of the trader or their representative (if any) in Vietnam;
- b) Number of enterprise registration certificate or enterprise ID number or another equivalent document in the case of a business organization; Taxpayer Identification Number in the case of an individual;
- c) Measurements, quantity, weight, quality, uses, prices, origin, expiry dates of the product, good or service;
- d) Delivery cost (if any);
- dd) Payment methods and deadline; time, place and methods of selling or supplying the product, good or service; conditions and methods for replacement or return of the product, good or service;
- e) Effective date of the transaction request;
- g) Information about fees, costs, value-added tax, methods of calculation of fees or costs that may arise and general trading conditions applied during the supply of the product, good or service to consumers;
- h) Detailed uses, instructions for use and warranty for the product, good or service;
- i) Consumer's right set out in clause 3 Article 38 of this Law;



k) Procedures for exchanging or returning the product, good or service or terminating the signed contract;

l) Procedures for receiving and handling consumers' feedback, requests and complaints.

2. If a transaction is made by phone or other form of communication or conversation, the trader shall notify right at the outset their name, address and the purpose of the conversation.

3. If a transaction is made online, the trader shall comply with regulations of this Law, law on e-commerce and other relevant regulations of law.

4. The Government shall elaborate this Article.

### **Article 38. Concluding contracts in case of remote transactions**

1. Upon making a remote transaction with consumers, every trader shall create tools and take the following security measures:

a) Providing accurate and adequate information about the contract so as for the consumer to review it prior to the conclusion;

b) The consumer discusses and clarifies contents of the contract, and confirm that he/she agrees to conclude the contract;

c) The consumer reviews and downloads the contract bearing his/her signature.

2. A contract shall contain the information provided in clause 1 Article 37 of this Law; consumer's name, address and phone number or other contact method (if any);

If there are multiple parties to the contract, the contract must clearly set out the subjects, rights and obligations of each subject.

3. If the trader provides inaccurate or insufficient information specified in clause 1 Article 37 of this Law, the consumer reserves the right to:

a) Agree to select a method for processing the contract with the trader;

b) Within 30 days from the date of contract conclusion, unilaterally terminate the contract and notify the trader. The consumer is not required to pay any cost in any shape or form in order to terminate the contract, except for the cost incurred in connection with the part of product, good or service used.

c) Request a competent authority to declare the contract invalid or rescind it pursuant to regulations of civil law.

4. If the consumer unilaterally terminates the contract as prescribed in point b clause 3 of this Article, the trader shall refund the consumer the amount paid corresponding to the unused part of the product, good or service within 30 days from the date on which the consumer declares his/her unilateral termination of the contract. After this deadline, the trader must pay the late payment interest at the interest rate agreed upon by the two parties or in accordance with civil law. The payment shall be made by the method used by the consumer, unless the consumer agrees another payment method.

If the contract is terminated causing damage to the consumer, the trader shall pay compensation in accordance with civil law.

### **Article 39. Traders' responsibility to consumers for online transactions**

1. Online traders include:

a) Organizations and individuals trading products, goods and services via an information system which they establish themselves or via a digital platform;

b) Organizations establishing and operating intermediary digital platforms.

2. Online traders shall comply with the regulations specified in Articles 37 and 38 of this Law and Section 2 of this Chapter in the case of continuous supply of services.

3. Apart from the responsibility defined in clause 2 of this Article, organizations establishing and operating intermediary digital platforms shall:

a) Designate and publicly announce the contact point and authorized representative to cooperate with competent authorities in addressing issues related to the protection of consumer rights;

b) Formulate and publicly announce operating regulations of intermediary digital platforms to consumers, clearly defining the responsibilities of the parties involved in transactions;

c) Provide information about traders conducting their activities on intermediary digital platforms at the request of the consumers who transact with such traders;

d) Allow consumers to give their feedback and reviews on traders and their products, goods and services and fully and accurately display feedback and reviews, except for cases where such feedback and reviews contradict regulations of law or social ethics;

dd) Fully and publicly display information about products, goods and services sold and supplied by traders, including mandatory information shown on goods labels in accordance with regulations of law on goods labels, except for product-specific information, including date, month, year of manufacture; expiry date; lot number; chassis number, engine number; standards to be satisfied upon supply of products, goods and services;

e) Designate and publicly announce the contact point to receive and handle consumers' feedback, requests and complaints related to products, goods, services, and information on the intermediary digital platform; receive and handle consumers' feedback, requests and complaints sent to the organization establishing and operating intermediary digital platforms;

g) Take any measure to prioritize the display of reviews, feedback and recommendations of social organizations participating in protection of consumer rights or credit rating agencies in accordance with law;

h) Directly store information or provide solutions to store information about products, goods, services and related transactions, allowing consumers to access, trace, download, store and print invoices, documents and papers related to transactions on intermediary digital platforms under their management;

i) Make advertising activities publicly available online in accordance with law in the case of advertising activities;

k) Provide reports on content censorship activities carried out at the request of the competent authority;

l) Maintain online reporting accounts and provide updated information and data until requested to deliver the report to facilitate inspection and supervision by competent authorities in accordance with regulations of law;

m) Authenticate the identity of traders of products, goods and services on their intermediary digital platforms;

n) Be responsible to consumers according to regulations of law on e-commerce in case domestic and foreign traders sell or provide their products, goods or services to consumers within Vietnam's territory;

o) Assume other responsibility according to regulations of this Law and other relevant regulations of law.

4. Organizations establishing and operating big digital platforms shall comply with the regulations defined in clause 3 of this Article and assume the following responsibility:

a) Set up an advertising archive using algorithms to target specific consumers and groups of consumers;

b) Periodically evaluate the content moderation and the use of algorithmic and advertising systems targeting specific consumers and groups of consumers;

c) Periodically evaluate the implementation of regulations on handling of fake accounts, use of artificial intelligence and fully or partially automated solutions.

5. The Government shall elaborate clause 4 of this Article.

**Article 40. Responsibility for disclosing and removing warnings issued to consumers involved in online transactions**

1. Warnings to be disclosed shall cover:

- a) List of online traders that have incurred penalties for violating consumers' legitimate rights and interests under regulations of this Law and other relevant regulations of law;
- b) List of online traders that have incurred penalties imposed by foreign authorities for their violations against regulations of law on protection of consumer rights which affect Vietnam's consumers;

2. Responsibility for disclosing warnings:

- a) Ministries, ministerial agencies and provincial People's Committees shall provide and disclose warnings issued to consumers involved in online transactions as specified in clause 1 of this Article within their power as prescribed by law;
- b) Online traders that have incurred penalties for their violations under regulations of this Law and other relevant regulations of law shall provide information to competent authorities through the information and reporting system as prescribed by law;
- c) Press agencies, socio-political organizations and social organizations participating in protection of consumer rights shall disclose warnings issued to consumers involved in online transactions in an appropriate manner, enabling consumers to receive information. The disclosure of warnings shall comply with regulations of this Law and other relevant regulations of law.

3. The Government shall elaborate this Article.

**Section 2. CONTINUOUS SUPPLY OF SERVICES**

**Article 41. Traders' responsibility to consumers for continuous supply of services**

1. Traders providing continuous supply of services within Vietnam's territory shall publicly announce their legal representative in Vietnam. If the trader providing continuous supply of services within Vietnam's territory does not have a legal representative in Vietnam, they shall designate an authorized representative in Vietnam and publicly announce their authorized representative in Vietnam. The trader's representative shall comply with regulations of law on protection of consumer rights.

2. It is not permitted to request consumers to make any payment before the service is supplied, unless otherwise agreed upon by parties.

3. It is not permitted to unilaterally terminate a contract or suspend a service against the contract or the law. In case the service has to be suspended due to repair or maintenance or for another reason, the trader supplying the service must notify the consumer in advance of the time of service suspension and time of service resumption at least 03 working days prior to the date of suspension, except for force majeure event.
4. Traders shall regularly inspect quality of services they supply and ensure quality of services as committed to consumers.
5. The regulations set out in Articles 37 and 38 of this Law shall be complied with in case of continuous supply of services through remote transactions.

#### **Article 42. Contracts for continuous supply of services**

1. A contract for continuous supply of service shall be made in writing and 01 copy shall be given to the consumer.
2. A standard form contract for continuous supply of service must be composed of the contents specified in clause 3 Article 23 of this Law and the following contents:
  - a) Name, address, phone number and other contact methods (if any) of the trader or their representative (if any) in Vietnam;
  - b) Description of the service provided;
  - c) Time and period of supplying the service;
  - d) Accurate and sufficient information about fees, costs, methods of calculation of fees or costs that may arise and general trading conditions applied during the supply of or service to the consumer;
  - dd) Notify the consumer of the renewal payment using the agreed method at least 07 working days before the expiry date of the service;
  - e) Notify the consumer of the time of contract termination using the agreed method at least 07 working days before the expiry date of the contract;
3. Unless otherwise agreed upon by the parties, the consumer is entitled to unilaterally terminate the contract for continuous supply of service at any time and notify such the service provider. If the consumer unilaterally terminates the contract, he/she shall only pay for the part of service he/she has used.

### **Section 3. DIRECT SELLING**

#### **Article 43. Traders' responsibility for door-to-door sales**

1. A trader shall perform door-to-door sales:

- a) By themselves;
- b) By their employees;
- c) By their hired or authorized representatives.

2. Any individual specified in clause 1 of this Article shall, upon performing door-to-door sales, assume the following responsibility:

- a) Introduce his/her name, phone number, address, head office of the trader responsible for the selling or supply of the product, good or service; present the document proving his/her relationship with the trader;
- b) Do not insist on the selling or supply of the product, good or service after being refused by the consumer;
- c) Sufficiently, accurately and clearly explain to the consumer about contents of the contract and other information related to the product, good or service which the consumer is interested in.

3. Every trader shall take responsibility for the door-to-door sales by the individuals specified in clause 1 of this Article.

#### **Article 44. Door-to-door sales contracts**

1. A door-to-door sales contract shall be made in writing and 01 copy shall be provided to the consumer, unless otherwise agreed upon by the parties.

2. If the door-to-door sales contract is made in writing, there must be a cooling-off period of at least 03 working days from the date of contract conclusion during which the consumer considers executing the contract. During this period, the consumer is entitled to unilaterally terminate the signed contract and notify the trader.

3. If the door-to-door sales contract is made in writing, upon signing it, the consumer shall write the date, month and year of signature himself/herself.

#### **Article 45. Responsibility of organizations and individuals that perform MLM**

1. An MLM organization:

- a) Publicly announce its operation-related documents at its head office, branch, representative office, business location, website or apps (if any);
- b) Adhere to its business rule and compensation plan;

- c) Issue invoices for each supply of goods;
  - d) Take goods back and give refund at the request of any MLM participant or consumer if: (i) the request is made within 30 days from the date of receipt of goods, (ii) packaging, stamps and labels of the goods remain intact and (iii) the goods remain unexpired;
  - dd) Take responsibility for the MLM activities by MLM participants in case these activities are carried out at its head office, branch, representative office or business location or at the conferences, seminars or training events which it organizes.
2. An MLM participant shall:
- a) Present his/her membership card before introducing or selling goods;
  - b) Comply with terms and conditions of the MLM contract and the MLM company's business rule;
  - c) Not abuse his/her position, power or social position to encourage, request, lure or entice other persons to participate in MLM network or buy goods through the MLM model.
3. The Government shall elaborate this Article.

#### **Article 46. MLM contracts**

- 1. An MLM organization and an MLM participant must enter into a written MLM contract.
- 2. An MLM contract must satisfy the conditions concerning language and form under regulations of this Law and law on MLM management.

#### **Article 47. Traders' responsibility for selling goods at locations other than regular transaction locations**

- 1. Unless the law provides otherwise, when selling a product, good or service at a location other than regular transaction location with a total value of more than 10 million dong, the trader shall:
  - a) Give a prior notice of the following to the People's Committee of the commune where the product, good or service is to be sold or supplied: name, address and phone number of the trader, expected location of sale, contents of the sales program, method of sale, prices and the product, good or service;
  - b) Publicly disclose information about the trader and the product, good or service at the location of sale;
  - c) Maintain contact and handle consumers' feedback, requests and complaints during and after selling or supplying the product, good or service;

d) Provide adequate, truthful and accurate information about the product, good or service and activities by the trader;

dd) Take the product, good or service back within 30 days from the date of sale or supply provided that its packaging, label or stamp (if any) remains intact and it remains unexpired;

e) Deliver invoices and documents evidencing the sale and delivery of the product, good or service;

g) If the contract for supply of the product, good or service specified in this Article is made in writing, the trader shall transfer it to the consumer. Within 03 working days from the receipt of the contract, the consumer is entitled to decide to perform or unilaterally terminate the contract and notify the trader. After this deadline, the trader is not permitted to request the consumer to make any deposit or payment or perform the contract, unless otherwise prescribed by law.

2. People's Committees of communes shall receive notifications, supervise and inspect the selling by traders by relying on the regulations set out in clause 1 of this Article.

3. The Government shall elaborate this Article.

## **Chapter IV**

### **CONSUMER RIGHT PROTECTION ACTIVITIES BY VIETNAMESE FATHERLAND FRONT, SOCIO-POLITICAL ORGANIZATIONS AND SOCIAL ORGANIZATION**

#### **Article 48. Responsibility of Vietnamese Fatherland Front and socio-political organizations.**

1. Vietnamese Fatherland Front has the responsibility to:

a) Disseminate the Communist Party's policies and guidelines and the State's policies and laws on protection of consumer rights to the people so that they become acquainted with and implement such.

b) Supervise the implementation of regulations of law on protection of consumer rights by regulatory bodies at all levels and traders; express social criticism of draft legal documents, plans, programs, projects and schemes of consumer right protection authorities.

2. Socio-political organizations have the responsibility to:

a) Implement the regulations set out in clause 1 of this Article;

b) Advise and assist their members and the People on the issues concerning protection of consumer rights.

#### **Article 49. Social organizations participating in protection of consumer rights**



1. Social organizations established and operating under regulations of law on associations are entitled to participate in protection of consumer rights.
2. Social organizations participating in protection of consumer rights include social organizations whose principles and purposes are to participate in protecting consumer rights and other social organizations participating in protecting consumer rights.
3. Social organizations participating in protection of consumer rights shall operate under regulations of this Law and other relevant regulations of law.
4. The State encourages social organizations to participate in protection of consumer rights. Social organizations participating in protection of consumer rights are assigned by the State to perform several tasks in protecting consumer rights and provided with state funding in accordance with regulations of law on state budget and law on associations and other relevant regulations of law.

#### **Article 50. Activities by social organizations participating in protection of consumer rights**

1. Activities by social organizations participating in protection of consumer rights include:
  - a) Instructing, assisting and advising consumers upon request;
  - b) Providing competent authorities with information about traders' violations against laws;
  - c) Participating in contributing their comments on guidelines, policies, laws, plans, programs, projects and schemes on protection of consumer rights;
  - d) Propagating, disseminating and providing education about guidelines, policies and laws on protection of consumer rights and related guidelines, policies and laws;
  - dd) Participating in assisting in negotiating or mediating in disputes between consumers and traders under regulations of law upon request.
  - e) Independently reviewing, testing and publishing results of review or testing of quality of products, goods and services in accordance with regulations of law; reflecting and evaluating the reliability of online traders; informing and warning consumers about products, goods and services and take responsibility to the law for their information and warnings; requesting competent authorities to impose penalties for violations of the law on protection of consumer rights;
  - g) Representing consumers to initiate civil lawsuits over the protection of consumer rights upon request and with authorization in accordance with law;
  - h) Initiating civil lawsuits over the protection of consumer rights themselves in the public interests when the conditions specified in clause 2 of this Article are satisfied;

i) Provide training to increase consumers' awareness and knowledge.

2. A social organization participating in protection of consumer rights is entitled to initiate a civil lawsuit over the protection of consumer rights itself in the public interests if it fully satisfies the following conditions:

a) It is lawfully established as prescribed by law;

b) Its principles and purposes are to protect consumer rights or in the public interests related to consumer rights;

c) It has been operating for at least 01 year from the date of establishment to the date of exercising its right to initiate the lawsuit itself;

d) Its scope of operation covers a district or a larger area.

### **Article 51. Rights of social organizations participating in protection of consumer rights**

A social organization participating in protection of consumer rights reserves the right to:

1. Participate in inspection activities related to protection of consumer rights at the request of competent authorities.

2. Cooperate with agencies and organizations in participating in protection of consumer rights.

3. Be notified of the status of information provided or requested and have it processed and kept confidential.

4. Be trained in skills in protecting consumer rights.

5. Accede to international organizations relevant to consumer right protection under regulations of law on associations and other relevant regulations of law.

6. Participate in programs, projects, research topics, consulting, social criticism and assessment and other activities related to consumer right protection at the request of competent authorities.

### **Article 52. Responsibility of social organizations participating in protection of consumer rights**

A social organization participating in protection of consumer rights has the responsibility to:

1. Comply with regulations enshrined in this Law and other relevant regulations of law.

2. Not to infringe upon interests of the State, legitimate rights and interests of traders during its participation in protection of consumer rights.

### **Article 53. Social organizations whose principles and purposes are to protect consumer rights**

1. Social organizations whose principles and purposes are to protect consumer rights shall carry out the activities prescribed in clause 1 Article 50 of this Law.
2. Social organizations whose principles and purposes are to protect consumer rights are assigned by competent authorities to conduct the activities mentioned in points a, d, dd, e, g, h and i clause 1 Article 50 of this Law.
3. Social organizations whose principles and purposes are to protect consumer rights are not allowed to refuse to advise and assist in consumers' legitimate complaints.

## **Chapter V**

### **SETTLEMENT OF DISPUTES BETWEEN CONSUMERS AND TRADERS**

#### **Section 1. GENERAL**

#### **Article 54. Methods of settling disputes between consumers and traders**

1. Disputes between consumers and traders shall be settled adopting the following methods:
  - a) Negotiation;
  - b) Mediation;
  - c) Arbitration;
  - d) Courts.
2. Negotiation or mediation will not be allowed in the following cases:
  - a) Infringing upon national or public interests;
  - b) Violating a prohibition by law or being contrary to social ethics;
  - c) Causing damage to interests of multiple consumers, except where the number of consumers suffering from damage is fully determined.
3. The methods of settling disputes between consumers and traders may be adopted in person, online or another manner under relevant regulations of law.

#### **Article 55. Responsibility for providing information and documents during settlement of disputes between consumers and traders**

1. Related agencies, organizations and individuals shall provide sufficient, accurate and timely information and documents at the request of competent authorities and social organizations participating in protection of consumer rights during settlement of disputes between consumers and traders according to regulations of law.

2. Competent authorities and social organizations participating in protection of consumer rights shall keep confidentiality of the information and documents provided as prescribed by law.

## **Section 2. NEGOTIATION**

### **Article 56. Requirements and receipt of requests for negotiation**

1. Consumers are entitled to request traders to enter into negotiation.

2. Traders shall receive consumers' negotiation requests as prescribed in Article 57 of this Law.

3. If a trader fails to respond to a consumer's request as prescribed in Article 57 of this Law or refuses to enter into negotiation without a plausible reason, the consumer is entitled to request a consumer right protection authority or social organization participating in protection of consumer rights to assist him/her in conducting a negotiation as his/her legitimate rights and interests are infringed upon.

### **Article 57. Negotiation procedures**

1. A consumer shall send his/her negotiation request, related information and documents (if any) to the trader at their head office, branch, representative office or business location, through website or another contact method published or applied by the trader.

2. The trader shall receive the negotiation request and enter into negotiation with the consumer within 07 working days from the date of receipt.

3. In the case specified in clause 3 Article 56 of this Law, the consumer shall send his/her negotiation request and related information and documents in person or by post or online to the consumer right protection authority or social organization participating in protection of consumer rights.

4. Within 07 working days from the receipt of the consumer's request, the consumer right protection authority or social organization participating in protection of consumer rights shall transfer it to the trader requested to conduct the negotiation.

5. The trader shall negotiate with the consumer within 07 working days from the receipt of the request and notify the result in writing to the consumer right protection authority or social organization participating in protection of consumer rights within 05 working days from the end of the negotiation.

6. In case of rejecting the consumer's request, the trader shall, within 07 working days from the receipt of the request, give a written response clearly stating the reason for rejection.

#### **Article 58. Cases in which requests for assistance in negotiation are not received and processed**

1. The consumer is a minor or a person who has lost capacity for civil acts or has a restricted capacity for civil acts or has difficulty in awareness and control of their acts but fails to have a legal representative.
2. The person requesting assistance in negotiation is not the consumer or the consumer's legal representative.
3. The consumer fails to provide adequate information and documents so as to accurately identify the related organization or individual or evidence related to transactions.
4. Any issue in the request for assistance in negotiation is beyond the power of the consumer right protection authority or the purpose, scope or field of operation of the social organization participating in protection of consumer rights.
5. The request for assistance in negotiation has been settled by a competent authority or social organization participating in protection of consumer rights.

#### **Article 59. Rights and responsibilities of parties during negotiation**

1. During a negotiation, the consumer and the trader have the right to:
  - a) Agree or refuse to participate in the negotiation as prescribed by this Law;
  - b) Select the time and method of negotiation;
  - c) Request that the negotiation be suspended or terminated;
  - d) Request that the negotiation be kept confidential;
  - dd) Have the freedom to express their opinions on the negotiation;
  - e) Other rights under regulations of this Law and other relevant regulations of law.
2. During a negotiation, the consumer and the trader have the responsibility to:
  - a) Conduct the negotiation as prescribed by law and in a manner which is appropriate to social ethics, rights and responsibilities of citizens and business culture;
  - b) Truthfully present facts of the dispute, provide information and documents related to the dispute;

- c) Adhere to the agreement reached after the result of the negotiation on the principle of honesty and good faith;
- d) Other responsibility according to regulations of this Law and other relevant regulations of law.

### **Article 60. Negotiation results**

1. The result of negotiation between a trader and a consumer must be documented, unless otherwise agreed upon by the parties.
2. If the negotiation result is documented, the document stating the result shall contain the following information:
  - a) Parties to the negotiation;
  - b) Time and place of the negotiation;
  - c) Issues to be negotiated;
  - d) Negotiation result;
  - dd) Other information as agreed upon by the parties in compliance with regulations of law.
3. If the negotiation result is documented, the document must bear signatures or fingerprints of the parties to the negotiation.

## **Section 3. MEDIATION**

### **Article 61. Mediation procedures**

1. Traders and consumers are entitled to select a third party to carry out mediation.
2. Mediation procedures shall comply with regulations of law on mediation.

### **Article 62. Principles of mediation**

1. Objectivity, honesty, good faith, impartiality, fairness, voluntariness and self-determination are ensured.
2. Organizations and individuals carrying out mediation and parties to mediation must keep confidentiality of information relating to the mediation, unless otherwise agreed upon by the parties or prescribed by law.

### **Article 63. Mediation organizations**

1. Organizations mediating in disputes between consumers and traders consist of:

- a) Social organizations participating in protection of consumer rights;
  - b) Mediation organizations under regulations of law on commercial mediation, law on grassroots mediation and law on mediation at courts;
  - c) Other organizations having the functions of mediating in disputes between consumers and traders under regulations of law.
2. The mediation organizations specified in points a and c clause 1 of this Article shall recognize and publish the list of eligible mediators under regulations of this Law and designate mediators to participate in mediation at the request of parties.

#### **Article 64. Mediators**

Mediators in disputes between consumers and traders are composed of:

- 1. Mediators under relevant regulations of law on mediation;
- 2. Any mediator of the organizations specified in points a and c clause 1 Article 63 of this Law must be a Vietnamese citizen who fully satisfies the following conditions:
  - a) He/she has full capacity for civil acts;
  - b) He/she has good moral qualities, be honest and reputable;
  - c) He/she has skills in mediation, be knowledgeable about the law on protection of consumer rights and other relevant laws;
  - d) He/she is not facing a criminal prosecution or does not have an unspent conviction.
- 3. If the dispute between a consumer and a trader involves any ethnic, there must be at least 01 mediator who has the same ethnic group or is proficient in the language of that ethnic. If there is not any mediator satisfying the requirement in this clause, the parties to mediation shall arrange or request the mediator to arrange an interpreter, unless otherwise provided for by law.

#### **Article 65. Mediation results**

- 1. When achieving the successful mediation result, involved parties shall document it.
- 2. The document on successful mediation in the cases specified in points and c clause 1 Article 63 of this Law shall contain the following information:
  - a) The organization or individual conducting mediation;
  - b) Parties to mediation;

- c) Time and place of the mediation;
  - d) Issues under mediation;
  - dd) Opinions of parties to mediation;
  - e) Mediation result and solution for compliance thereof;
  - g) Time limit for complying with the successful mediation result;
  - h) Other information as agreed upon by the parties in compliance with regulations of law.
3. The document on successful mediation shall bear signatures or fingerprints of parties to mediation, signature the individual conducting mediation and seal of the organization conducting mediation (if any).

#### **Article 66. Complying with and recognizing successful mediation results**

- 1. Parties to mediation shall comply with the successful mediation result within the time limit agreed upon in the document on successful mediation result.
- 2. One of the parties to mediation is entitled to request the Court to issue a decision to recognize successful mediation result.
- 3. The request for recognition and the recognition of successful mediation results shall comply with regulations of law on civil procedures.

#### **Section 4. ARBITRATION**

##### **Article 67. Effect of arbitration clauses**

- 1. Traders must notify arbitration clauses before entering into any contract and obtain the consumer's consent.
- 2. If the trader specifies an arbitration clause in the standard form contract or general trading conditions, the consumer is entitled to select another method of dispute settlement when a dispute arises.

##### **Article 68. Procedures for settling disputes by arbitration**

Procedures for settling disputes by arbitration shall comply with regulations of law on commercial arbitration.

##### **Article 69. Burden of proof**



1. Every consumer shall bear the burden to provide evidence and proof to protect his/her legitimate rights and obligations as prescribed by law, except for the case of proving the trader's faults.

2. Every trader shall bear the burden to prove that they are not at fault for damage as prescribed by law.

## **Section 5. SETTLEMENT OF DISPUTES AT COURTS**

### **Article 70. Civil cases of protection of consumer rights**

1. Civil case of protection of consumer rights means a case in which the plaintiff is a consumer or a social organization participating in the protection of consumer rights as prescribed in this Law. Courts shall handle civil cases of protection of consumer rights according to the procedures specified under the Code of Civil Procedure.

2. Any civil case of protection of consumer rights which values less than 100 million dong shall be handled following simplified procedures without satisfying the conditions specified in clause 1 Article 317 of the Code of Civil Procedure.

3. Any civil case of protection of consumer rights other than that specified in clause 2 of this Article shall be handled following simplified procedures when fully satisfying the conditions specified in clause 1 Article 317 of the Code of Civil Procedure.

### **Article 71. Court fees for civil cases of protection of consumer rights**

1. Court fees for civil cases of protection of consumer rights shall comply with regulations of law on Court fees and charges and this Law.

2. Any consumer who initiates a civil lawsuit over protection of consumer rights to protect his/her legitimate rights and interests or social organization participating in protection of consumer rights which represents a consumer as authorized to initiates a civil lawsuit over protection of consumer rights is not required to pay any court fee advance.

3. Any social organization participating in protection of consumer rights which initiates a civil lawsuit over protection of consumer rights in the public interests is not required to pay any court fee advance or court fee.

### **Article 72. Disclosure of information about civil lawsuits over protection of consumer rights initiated by social organizations participating in protection of consumer rights**

1. Any social organization participating in protection of consumer rights which initiates a civil lawsuit over the protection of consumer rights in the public interests shall publicly disclose the Court's notification of lawsuit acceptance within 07 working days from the date of acceptance.

2. The Court's notification of lawsuit must be publicly disclosed at the head office and on any websites or apps (if any) of the social organization participating in protection of consumer rights for at least 15 days from the date of disclosure.

3. Within 07 working days from the end of the lawsuit, the social organization participating in protection of consumer rights shall publicly disclose the result according to the method and within the time limit specified in clause 2 of this Article.

### **Article 73. Damages in civil lawsuits over protection of consumer rights in the public interests initiated by social organizations participating in protection of consumer rights**

1. Damages and their beneficiaries in civil lawsuits over protection of consumer rights in the public interests initiated by social organizations participating in protection of consumer rights shall comply with the Court's verdicts and decisions.

2. In case of failure to determine the beneficiaries, damages in civil lawsuits over protection of consumer rights in the public interests initiated by social organizations participating in protection of consumer rights shall be used to service general activities with the aim of protecting consumer rights according to the Government's regulations.

## **Chapter VI**

### **STATE MANAGEMENT OF PROTECTION OF CONSUMER RIGHTS**

#### **Article 74. Responsibility for state management of protection of consumer rights**

1. The Government shall perform uniform state management of protection of consumer rights.

2. The Ministry of Industry and Trade shall act as a conduit which assists the Government in performing uniform state management of protection of consumer rights.

3. Ministries and ministerial agencies shall, within the ambit of their tasks and powers, implement consumer right protection activities in the fields under their management and cooperate with the Ministry of Industry and Trade in performing state management of protection of consumer rights.

4. People's Committees at all levels shall, within the ambit of their tasks and powers, perform state management of protection of consumer rights within their provinces.

#### **Article 75. Responsibility of Ministry of Industry and Trade**

1. Promulgate under its authority or submit to a competent authority for promulgation and organize the implementation of policies, laws, strategies, plans, projects, schemes, programs and activities at national level with regard to the protection of consumer rights; promote sustainable production and consumption in the direction of green and circular economy; encourage and promote investment, production, distribution, export and import of eco-friendly products and

technologies, responsible business practices for the consumers' sake in accordance with the roadmap for international integration and implementation of relevant treaties.

2. Propagate, disseminate and provide education about knowledge and laws on protection of consumer rights; advise, support and raise awareness of protection of consumer rights; provide training for human resources and offer refresher courses to serve the protection of consumer rights.

3. Organize survey and testing activities; announce results of survey and testing of quality of products, goods and services; provide consumers with information and warnings about products, goods and services in the fields under its management.

4. Build a national consumer protection database.

5. Assign tasks to social organizations whose principles and purposes are to protect consumer rights as prescribed in clause 2 Article 53 of this Law and other relevant regulations of law.

6. Manage consumer right protection activities by social organizations participating in the protection of consumer rights and mediation organizations in charge of protection of consumer rights as prescribed by law.

7. Build a mechanism for cooperation with other Ministries and ministerial agencies concerned to carry out consumer right protection activities under its authority.

8. Request other Ministries, ministerial agencies and provincial People's Committees to submit periodic and ad hoc reports on protection of consumer rights and submit consolidated reports to competent authorities.

9. Keep control of standard form contracts and general trading conditions under its authority.

10. Carry out inspection, handle complaints and denunciations and impose penalties for violations against regulations of law on protection of consumer rights under its authority.

11. Carry out international cooperation in protection of consumer rights.

#### **Article 76. Responsibility of Ministries and ministerial agencies**

1. Fulfill the responsibility specified in clauses 1, 2, 3, 5, 6, 10 and 11 Article 75 of this Law in the fields under their management; cooperate with the Ministry of Industry and Trade in fulfilling the responsibility specified in clauses 4 and 9 Article 75 of this Law.

2. Preside over and cooperate with the Ministry of Industry and Trade in building and carrying out consumer right protection activities under their authority in the fields under their management.

#### **Article 77. Responsibility of People's Committees at all levels**

1. Provincial People's Committees have the responsibility to:

- a) Fulfill the responsibility specified in clauses 1, 2, 3, 5, 6, 9, 10 and 11 Article 75 of this Law in the fields under their authority within their provinces; cooperate with the Ministry of Industry and Trade in fulfilling the responsibility specified in clause and 4 Article 75 of this Law;
- b) Promulgate regulations on cooperation in state management of protection of consumer rights as well as receipt and handling of consumers' feedback, requests and complaints within their provinces;
- c) Provide professional guidance to district-level consumer right protection authorities so as for them to perform the tasks in relation of protection of consumer rights.
- d) Participate in international cooperation in protection of consumer rights as assigned and decentralized or international cooperation with local authorities of bordering countries in accordance with regulations of law.

2. District-level People's Committees have the responsibility to:

- a) Fulfill the responsibility specified in clause 10 Article 75 of this Law under their authority within their districts;
- b) Propagate, disseminate and provide education about knowledge and laws on protection of consumer rights; advise, support and raise awareness of protection of consumer rights within their districts;
- c) Inspect activities by social organizations participating in protection of consumer rights under their management in their districts;
- d) Manage under their authority the markets and shopping malls in their districts to protect consumer rights when consumers purchase and use products, goods and services at such locations;
- dd) Provide professional guidance to communal People's Committees so as for them to take necessary measures to protect consumer rights when consumers purchase and use products, goods and services of individuals conducting commercial activities outside markets and shopping malls;
- e) Submit reports on state management of protection of consumer rights in their districts on a periodic basis or at the request of superior competent authorities;
- g) Promulgate regulations on cooperation in state management of protection of consumer rights at district-level regulatory bodies.

3. Communal People's Committees have the responsibility to:

- a) Fulfill the responsibility specified in point b clause 2 of this Article in their districts;
- b) Inspect activities by management boards of markets and market merchants in their districts during their performance of the tasks in protection of consumer rights specified in market's internal rules according to regulations of law. If there is no management board of markets and market merchants, the communal People's Committee shall take measures to protect consumer rights within markets;
- c) Manage and inspect activities by individuals who conduct commercial activities independently and regularly but who are not required to have business registration in their districts outside markets and shopping malls to protect consumer rights;
- d) Receive notifications of organizations engaging in selling activities at locations other than fixed regular locations and inspect and supervise the selling activities at locations other than fixed regular locations in their districts as prescribed in this Law;
- dd) Impose penalties for violations against regulations of law on protection of consumer rights under their authority and regulations of law;
- e) Propagate and encourage individuals to conduct commercial activities within markets and shopping malls; enable individuals to conduct commercial activities within markets.

## **Chapter VII**

### **IMPLEMENTATION CLAUSE**

#### **Article 78. Amendments to some Articles of the Code of Civil Procedure No. 92/2015/QH13 amended by the Code No.45/2019/QH14, Law No. 59/2020/QH14 and Law No. 13/2022/QH15**

1. Point b clause 3 of Article 191 is amended as follows:

“b) Carry out the acceptance procedures of the cases according to normal procedures or simplified procedures if the cases are eligible to be resolved according to the simplified procedures prescribed in clause 1 or clause 5 Article 317 of this Code;”.

2. Several clauses of Article 317 are amended as follows:

a) Introductory paragraph of clause 1 is amended as follows:

“1. Except for the case specified in clause 5 of this Article, the Court shall resolve a case according to simplified procedures when all of the following conditions are satisfied;”;

b) Clause 5 is added after clause 4 as follows:

“5. The condition for application of simplified procedures to resolution of a civil case of protection of consumer rights which values less than 100 million dong is specified in clause 2 Article 70 of the Law on Protection of Consumer rights.”,

#### **Article 79. Effect**

1. This Law comes into force from July 01, 2024.
2. The Law on Protection of Consumer rights No. 59/2010/QH12 amended by the Law No. 35/2018/QH14 shall cease to have effect from the effective date of this Law, save the case specified in point a clause 1 and clause 2 Article 80 of this Law.

#### **Article 80. Grandfather clause**

1. For any transaction between a trader and a consumer established before the effective date of this Law, the application of law shall be subject to the following provisions:

a) If the transaction between the trader and the consumer has yet to be conducted but its content and method are different from those specified in this Law, the parties shall keep conducting that transaction in accordance with the Law on Protection of Consumer rights No. 59/2010/QH12 amended by the Law No. 35/2018/QH14. If the parties have reached a new agreement on amendments to the content and method of the transaction, they must comply with regulations of this Law and apply regulations of this Law from its effective date.

If the transaction between the trader and the consumer is being conducted but its content and method are different from those specified in this Law, regulations of the Law on Protection of Consumer rights No. 59/2010/QH12 amended by the Law No. 35/2018/QH14 shall apply;

b) If the transaction between the trader and the consumer has yet to be conducted or is being conducted but its content and method conform to regulations of this Law, regulations of this Law shall apply.

2. For a standard form contract or general trading conditions publicly disclosed and applied to consumers before the effective date of this Law, the application of law shall be subject to the following provisions:

a) For the standard form contract or general trading conditions not subject to registration as prescribed by law, the trader shall complete the amendments to the content and form of such standard form contract or general trading conditions and publicly disclose them to make them conformable with regulations of this Law before December 31, 2024;

b) For the standard form contract or general trading conditions subject to registration as prescribed by law at the time this Law comes into force, the trader shall complete the registration of such standard form contract or general trading conditions in conformity with regulations of this Law before December 31, 2024.

*This Law is adopted by the 15th National Assembly of Socialist Republic of Vietnam on this 20th of June 2023 during its 5th session.*

**CHAIRMAN OF THE NATIONAL  
ASSEMBLY**

**Vuong Dinh Hue**

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