THE NATIONAL ASSEMBLY	THE SOCIALIST REPUBLIC OF VIETNAM Independence - Freedom - Happiness
Law No. 19/2023/QH15	

LAW
On Protection of Consumer Rights

Pursuant to the Constitution of the Socialist Republic of Vietnam;

The National Assembly promulgates the Law on Protection of Consumer Rights.

Chapter I
GENERAL PROVISIONS

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Article 1. Scope of regulation

This Law provides principles and policies for consumer right protection; the rights and obligations of consumers; responsibilities of traders toward consumers; activities to protect consumer rights of agencies and organizations; settlement of disputes between consumers and traders; and state management responsibilities for consumer right protection.

Article 2. Subjects of application

1. Consumers.

2. Traders.

3. The Vietnam Fatherland Front and socio-political organizations.

4. Socio-political-professional organizations, social organizations, socio-professional organizations (hereinafter collectively referred to as social organizations) engaging in the protection of consumer rights.

5. Domestic and foreign agencies, organizations and individuals involved in the protection of consumer rights.

Article 3. Interpretation of terms

In this Law, the terms below shall be construed as follows:

1. *Consumer* means the buyer or user of a product, goods or service for consumption or day-to-day activities of a person, a household, an agency or an organization for non-commercial purposes.

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2. *Trader* means an organization or a person continuously carrying out one step or some or all steps of an investment process, from production to sale of products, goods or service provision on the market, for profit, including:

a) Traders defined under the Commercial Law;

b) Persons engaged in independent and regular commercial activities which are not subject to business registration.

3. *Consumer information* includes consumers' personal information, information about the consumer's purchase and use of products, goods and services and other information related to transactions between consumers and traders.

4. *Defective product or goods* means a product or goods which is unsafe to consumers and likely harms the life, health or property of consumers even in case such product or goods is manufactured according to current standards or technical regulations but its defects have not been detected at the time it is supplied to consumers, including:

a) Mass-produced product or goods with defects arising from their technical design;

b) Individual product or goods with defects arising during production, processing, transportation, storage or use;

c) Likely unsafe product or goods without adequate instructions and warning to consumers.

5. *Remote transaction* means a transaction made on cyberspace, electronic means or other means that consumers are not allowed to check, or directly contact with products, goods or services before participating in the transaction.

6. *Continuous service provision* means the provision of services for 03 months or more or an indefinite period.

7. *Direct sale*s means proactive approaches by traders to approach consumers, introduce products, goods and services for sale and provide to consumers, including the following forms:

a) Door-to-door sales means an activity of product or goods sale or service provision at the residence or workplace of a consumer;

b) Multi-level marketing means an activity of goods sales through a network of participating individuals including multiple levels and branches, in which the participating individuals are entitled to commissions, bonuses and other economic benefits from the sale results of both themselves and others in the network;

c) Sale in locations other than regular business locations means the activities of introducing and selling products and goods or providing services at

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locations other than fixed locations for goods and products retail, or regular introduction and provision of services.

8. *Specific transactions* include remote transactions, continuous service provision, and direct sales between traders and consumers.

9. *An influencer* is an expert, a reputable person, or person who is noticed by society in a specific field, industry, or profession as stipulated by the Government.

10. *Sustainable consumption* means the efficient use of products, goods, or services to meet the purposes of consumption and daily life of individuals, families, agencies and organizations, while minimizing negative environmental and socio-economic impacts.

Article 4. Rights of a consumer

1. To have his/her life, health, honor, dignity, prestige and property safety, information protection and legitimate rights and interests assured when making transactions with or using products, goods or services provided by traders.

2. To be provided with invoices, vouchers, and documents related to the transaction; timely, accurate and complete information about products, goods, services, transaction contents and origin of products, goods and services, and information about traders.

3. To select products, goods, services, traders based on their actual needs and conditions; to decide whether to participate in transactions; to negotiate on transaction contents with traders; to be provided with products, goods and services in accordance with the concluded content.

4. To give feedback to traders on product, goods or service prices and quality, servicing style, transaction modes and other matters related to transactions between the consumer and traders.

5. To claim damages from traders when a product or goods is defective product or goods; or a product, goods or service fails to meet standards or technical regulations, fails to ensure safety, measurement, quantity, volume, quality, utility, price, other contents as prescribed by law or inconsistent with the registration, announcement, publication, listing, advertisement, introduction, contract, commitment of the traders.

6. To participate in the elaboration of policies and laws on consumer right protection.

7. To lodge a complaint or denunciation or initiate or request a social organization to initiate a lawsuit to protect his/her rights under this Law and other relevant laws.

8. To receive counseling, assistance and guidance on consumption

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knowledge and skills to use products, goods and services.

9. To be facilitated to choose a healthy and sustainable consumption environment.

10. To be protected when using public services in accordance with this Law and other relevant laws.

11. Other rights provided for by law.

Article 5. Obligations of a consumer

1. To check products or goods before receipt in accordance with law; to select products, goods or services of clear origin.

2. To consume without violating the law, without contradicting fine customs and practices and social ethics, without infringing upon national, ethnic interests, public benefits, and without harming his/her and others' life and health.

3. To comply with conditions and instructions for transportation, storage and use of products, goods and services; regulations on inspection, environmental protection and sustainable consumption as stipulated by the law.

4. To timely and accurate notify concerned state agencies, organizations and individuals when detecting a marketed product, goods or service that fails to meet safety requirements or harms or likely harms the life, health, honor, dignity, prestige or property of consumers or when detecting an act of a trader which infringes upon the legitimate rights and interests of consumers.

5. To be responsible for providing inaccurate or incomplete information related to transactions between consumers and traders in accordance with law.

6. Other obligations as prescribed by law provisions.

Article 6. Principles of consumer right protection

1. Consumer right protection is the responsibility of the State, organizations, individuals and the whole society.

2. The legitimate rights and benefits of consumers are recognized, respected, guaranteed and protected under law.

3. Consumer rights must be protected proactively, promptly, fairly, transparently and lawfully.

4. Consumer right protection activities must not infringe upon the State's interests and legitimate rights and interests of traders and other organizations and persons.

5. Assurance of fairness, equality, non-discrimination on gender, voluntary, compliance with the law and adherence to fine customs and social ethics in transactions between consumers and traders.

Article 7. State policies on consumer right protection

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1. To create favorable conditions for consumers, other agencies, organizations and individuals to fully exercise their rights and obligations and promote initiative in consumer right protection activities; to encourage and honor consumers, other organizations and individuals participating in consumer right protection.

2. To encourage and support traders to research, apply, develop science, technology and innovate in consumer right protection.

3. To create favorable conditions to mobilize resources for physical infrastructure investment and human development for agencies and organizations performing the protection of consumer rights and related agencies and organizations; to encourage and promote the socialization of consultancy, support, propaganda and dissemination of policies, laws, knowledge and skills on consumer right protection.

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

5. To enhance international integration and expand international cooperation and sharing of information and experience in consumer right protection.

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6. To improve business ethics, form a culture of safe, civilized, healthy and sustainable consumption; to strictly and promptly handle acts of infringing upon the interests of consumers.

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

a) Encouraging and promoting investment, production, circulation, distribution, export and import of environmentally friendly products, goods, services and technologies towards a green economy and circular economy to enhance consumer rights;

b) Supporting organizations and individuals to apply and develop advanced science and technology, codes, barcodes, origin traceability to produce and provide safe, quality-assured products, goods, and services, and improve the competitiveness of products, goods and services;

c) Actively and responsibly participating in activities to promote sustainable production and consumption at both regional and global levels.

Article 8. Protection of vulnerable consumer rights

1. A vulnerable consumer means a consumer who is likely to suffer many adverse impacts concerning access to information, health, property, and dispute resolution at the time of purchase or use of products, goods or services, including:

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a) Elderly people as defined by the law on elderly people;

b) Persons with disabilities as defined by the law on disabled people;

c) Children as defined by the law on children;

d) Persons from ethnic minorities; people living in ethnic minority or mountainous areas, islands, areas with difficult socio-economic conditions, areas with extremely difficult socio-economic conditions as prescribed by law;

dd) Women who are pregnant or nursing a child under 36 months old;

e) Persons suffering from serious diseases as prescribed by law;

g) Poor households as prescribed by law.

2. The protection of vulnerable consumer rights shall be carried out as follows:

a) Vulnerable consumers have their rights guaranteed in accordance with this Law and other rights and priority policies in accordance with relevant laws;

b) Traders proactively and responsibly organize the implementation of provisions of Clause 3 of this Article;

c) When vulnerable consumers request protection with evidence and documents proving their vulnerability and the infringement of their rights, traders must give priority to receiving, processing without transferring the consumers' requests to a third party for settlement, unless that third party has related obligations. In case of refusal to settle the request of vulnerable consumers, traders must reply in writing, clearly stating the legal basis and the non-conformity with the announced policy contents as prescribed in Clause 3 of this Article;

d) Traders must compensate for damages as defined by civil law regulations for vulnerable consumers in case of delay, prioritization refusal, or refusal to receive and process the consumers' requests as specified at Point c of this Clause;

dd) State management agencies for consumer rights protection, political-social organizations, and social organizations give priority for the reception and handling of requests from vulnerable consumers, and guiding vulnerable consumers to provide evidence and documents on the infringement of their rights;

e) State management agencies for consumer right protection, political-social organizations, and social organizations take responsibility for guiding, inspecting, supervising, and handling violations committed by traders during the implementation of responsibilities specified in Clause 3 of this Article in accordance with their competence as prescribed by law.

3. When conducting transactions with vulnerable consumers, traders shall take the following responsibilities:

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a) Ensuring the exercise of rights of vulnerable consumers in the process of purchasing and selling products, goods and providing services as prescribed by law;

b) Applying the mechanism to settle complaints and disputes according to the provisions of law suitable to each vulnerable consumer;

c) Not refusing to settle requests for protection of vulnerable consumers specified at Point c, Clause 2 of this Article due to differences in language, writing, customs and practices;

d) Preventing stigma, discrimination, and exploitation of vulnerability factors to infringe upon the legitimate rights and benefits of consumers during the transaction process;

dd) Developing and promulgating the order, procedure, method or measure suitable for each group of vulnerable consumers to ensure the right to complain, request for dispute settlement and other rights of vulnerable consumers;

e) Developing, updating, and publicizing for vulnerable consumers the contents specified in this Clause in the form of posting at the head office or business location or posting on the website, application software (if any) and training and educating their employees on such contents.

The responsibilities specified at this Point are not required for persons engaged in independent and regular commercial activities who are not subject to business registration; small and micro enterprises as prescribed by law, except for cases where such enterprises perform transactions specified in Chapter III of this Law;

g) Other responsibilities in accordance with this Law and other relevant laws.

Article 9. Consumer right protection in transactions with persons engaged in independent and regular commercial activities not subject to business registration

1. Persons engaged in independent and regular commercial activities who are not subject to business registration shall only take the following responsibilities:

a) Ensuring the safety, measurement, quantity, volume, quality and utility of products, goods or services sold or provided to consumers;

b) Not selling or providing consumers with products, goods or services that are illegal, contrary to fine customs, traditions and social ethics;

c) Providing accurate and complete information about products, goods or services sold or provided to consumers;

d) Exchanging goods for consumers or returning money and receiving

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goods from consumers in case the goods sold or supplied by them fail to ensure safety, measurement, quantity, volume, quality, and utility as the information the persons provide;

dd) Complying with decisions to recall products and goods in cases where the products and goods sold or supplied by the persons are subject to recall; bearing expenses for the destruction of products and goods in case products and goods must be destroyed under a decision of a competent agency;

e) Other responsibilities prescribed by law.

2. Pursuant to this Law and other relevant laws, the Government shall issue detailed regulations on consumer right protection in transactions with persons engaged in independent and regular commercial activities not subject to business registration.

3. Pursuant to this Law, the Government's regulations and specific conditions of localities, People's Committees of communes and management boards of markets and trade centers shall take specific measures to ensure safety, measurement, quantity, volume, quality of products, goods or services and protection of other legitimate rights and interests for consumers who buy or use goods or services of persons engaged in independent and regular commercial activities not subject to business registration.

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Article 10. Prohibited acts in consumer right protection

1. Traders are strictly prohibited from performing the following acts:

a) Deceiving or misleading consumers by providing false, incomplete or inaccurate information about one of the following contents: Traders' products, goods or services; prestige, business ability or product, goods or service provision capacity of traders; content and characteristics of transactions between consumers and traders; photos, papers and documents certifying by competent state agencies about products, goods, services or the traders;

b) Harassing consumers by committing an act of directly or indirectly contacting s consumer to introduce a goods, service or goods or service trader or soliciting contract conclusion against the consumer's will, or obstructing the normal work or day-to-day activities of the consumers;

c) Forcing consumers to purchase products, goods or services against consumers' will through the use of force, threat of force or other acts of similar nature;

d) Forcing consumers to pay for products, goods or services provided without prior agreement with consumers;

dd) Failing to compensate, return money or exchange products, goods or services to consumers due to mistakes made by traders;

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e) Failing to compensate, refund, or exchange products, goods or services for consumers due to products, goods or services not matching the registration, announcement, disclosure, listing, advertisement, introduction, contract, or commitment of traders;

g) Swapping or cheating products, goods or services when delivering goods or providing services to consumers;

h) Failing to notify and publicize to consumers the sponsorship of an influencer in any form to use his/her images, advice or recommendations to promote trade or encourage consumers to purchase and use products, goods or services;

i) Obstructing consumers from inspecting products, goods and services, except as provided by law;

k) Requiring consumers to purchase additional products, goods or services as a mandatory condition for entering into a contract against the consumers' will;

l) Stipulating prohibited terms under Article 25 of this Law in contracts with consumers, template contracts and general transaction conditions;

m) Collecting, storing, using, modifying, updating and canceling information of consumers in contravention of the law.

2. Multi-level marketing organizations and individuals are strictly prohibited from performing the following acts:

a) Requesting others to make deposits, pay a sum of money, or purchase a certain quantity of goods as a prerequisite for participating in multi-level marketing;

b) Providing false and misleading information to consumers and individuals participating in multi-level marketing;

c) Conducting multi-level marketing without a certification of multi-level marketing operation; organizing activities to introduce multi-level marketing without a certification of multi-level marketing operation;

d) Conducting multi-level marketing for services or other forms other than trading goods, unless otherwise provided for by law;

dd) Developing multi-level marketing networks not based on goods purchase and sale transactions;

e) Conducting activities specified in Clause 1 of this Article.

3. Traders engaged in establishing, operating or providing digital platform services are strictly prohibited from performing the following acts:

a) Forcing or hindering consumers from registering or using other digital intermediation platforms as a mandatory condition for using services;

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b) Restricting the consumer rights to choose by prioritizing the selection of products, goods or services among traders that are provided on digital platforms without publicizing the selection criteria;

c) Using measures to suppress or display dishonestly feedback or evaluation of consumers about products, goods, services, traders on digital platforms, unless the feedback or evaluation violates the laws or social ethics;

d) Using measures to obstruct registration, operation, evaluation, and display of feedback from social organizations engaged in consumer right protection;

dd) Preventing consumers from uninstalling pre-installed software or applications without affecting the basic technical functionality needed for the normal operation of the digital platform or forcing consumers to install additional accompanying software or applications on the digital platform;

e) Conducting activities specified in Clause 1 of this Article.

4. Organizations and individuals are strictly prohibited from taking advantage of the consumer right protection to infringe upon the benefits of the State, the lawful rights and benefits of other organizations and individuals.

5. The Government shall detail Clause 2 of this Article.

Article 11. Request for the handling of violations related to consumer rights by state agencies

1. When detecting violations of the law on consumer right protection and other provisions of the law on the interests of consumers, consumers, relevant organizations and individuals may directly request or send a written request to competent state agency to handle such violations as prescribed by law.

2. Competent state agency shall receive and handle requests of relevant consumers, organizations and individuals according to their assigned functions, tasks, powers and fields.

3. In case the state management agency in charge of consumer right protection receives a request specified in Clause 1 of this Article that falls under the management of another state agency, the state management agency shall forward the request to such agency and notify relevant consumers, organizations and individuals.

4. Consumers, relevant organizations and individuals shall provide information and evidence about violations of traders.

Article 12. International cooperation in consumer right protection

1. International cooperation in consumer right protection is carried out on the principle of respecting national independence, sovereignty and territorial integrity, non-interference in each other's internal affairs, equality and mutual

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benefit, in accordance with the Constitution, laws of Vietnam and treaties to which the Socialist Republic of Vietnam is a contracting party.

2. In cases where the Socialist Republic of Vietnam is not yet a member of relevant treaties, international cooperation in consumer right protection shall be carried out on the principle of reciprocity, in accordance with the Constitution and laws of Vietnam, and consistent with international laws and practices.

3. The scope of international cooperation in consumer right protection includes consultation, exchange of information and documents, receipt and resolution of disputes, handling violations of consumer rights or other appropriate international cooperation activities as stipulated by the laws of Vietnam and treaties of which the Socialist Republic of Vietnam is a contracting party.

Article 13. Vietnam Consumer Rights Day

1. March 15 every year is officially recognized as the Vietnam Consumer Rights Day.

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

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Chapter II

RESPONSIBILITIES OF TRADERS TOWARDS CONSUMERS

Article 14. Ensuring the safety, measurement, quantity, volume, quality and utility of products, goods or services sold and provided to consumers

1. Traders must ensure the safety, measurement, quantity, volume, quality and utility of products, goods and services sold and provided to consumers according to the registered, notified, announced, posted, advertised, introduced, contracted, or committed content, or as stipulated by law.

2. Traders must provide warnings about products, goods, or services that could potentially pose risks to the safety, life, health, or property of consumers, and provide information about preventive measures as stipulated by law.

Article 15. Protection of consumer information

1. Traders, whether by themselves or by authorizing or hiring a third party to collect, store, use, modify, update, or cancel consumer information must ensure the safety and security of consumer information as stipulated by this Law and other relevant laws.

2. In case traders authorize or hire a third party to collect, store, use, modify, update or cancel consumer information, they must obtain the consumers'

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consent. The authorization or hiring of a third party must be in writing, clearly specifying the scope and responsibilities of each party in the protection of consumer information in accordance with this Law and other relevant laws.

3. In case consumers conduct transactions through a third party, the third party shall take responsibility for the protection of consumer information in accordance with this Law and other relevant laws.

Article 16. Preparation of rules for protection of consumer information

1. Unless otherwise provided for by law, traders collecting, storing or using consumer information shall develop rules for the protection of consumer information that are generally applicable to consumers with the following contents:

a) Purpose of information collection;

b) Scope of information use;

c) Duration of information storage;

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

2. The contents specified in Clause 1 of this Article must be publicly listed by traders in a conspicuous position at their offices, business locations and posted on their websites or application software (if any), enabling consumers to access before or at the time of information collection.

Article 17. Notice when collecting and using consumer information

1. Traders must send clear and public notices in a form suitable to consumers of the purpose, scope of information collection and use, and the duration for storing consumer information before implementation and must obtain the consumers' consents, except for the case specified in Clause 3 of this Article.

2. Traders must establish a clear method for consumers to choose the scope of the information they agree to provide and express their agreement or disagreement, except for the case specified in Clause 3 of this Article, and at Points b and c, Clause 3, Article 18 of this Law.

3. Traders are not required to perform the obligations specified in Clause 1 of this Article in case of collecting information that has been made public by consumers or in other cases as prescribed by law.

Article 18. Use of consumer information

1. Before traders change the purpose and scope of information use that has been notified to consumers, they must notify and obtain the consent of the consumers about the change.

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2. The use of consumer information specified in this Law includes sharing, disclosure and transfer of consumer information to third parties.

3. Traders must use the information of consumers in an accurate and suitable manner for the purpose and scope announced and must obtain the consumers' consents, except for the following cases:

a) Having separate agreements with consumers on the purpose and scope of use other than the announced purposes and scope;

b) For selling and providing products, goods or services at the request of consumers and only within the scope of information agreed to by consumers;

c) For implementation of obligations as prescribed by law.

4. Traders collecting and using consumer information must have a mechanism for consumers to choose whether or not to allow the following acts:

a) Sharing, disclosing and transferring information to a third party, unless traders transfer collected information in accordance with the provisions of this Law and other relevant laws to a third party to store or analyze for business activities of the transferor. The two parties must have a written agreement that the third party shall take responsibility for the protection of consumer information as specified in this Law;

b) Using consumer information to advertise or introduce products, goods, services or other commercial activities.

Article 19. Assurance of safety and security of consumer information

1. Traders must ensure the safety and security of consumer information that they collect, store, or use, and take measures to prevent the following acts:

a) Unauthorized theft or access to information;

b) Unauthorized use of information;

c) Unauthorized modification, update or deletion of information.

2. Traders must receive and address feedback, requests, and complaints from consumers related to the unauthorized collection, or use in contravention of the announced purpose or scope.

3. In the event that an information system is attacked, resulting in a risk to the safety and security of consumer information, traders or relevant information storage parties must notify the competent state management agency within 24 hours from the moment of detecting that the information system is attack, and take necessary measures to ensure the safety and security of consumer information as required by the law on cyber security, the law on cyberinformation security, the law on e-transactions and other relevant laws.

Article 20. Inspection, correction, updating, deletion, transfer,

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suspension of transfer of consumer information

1. Consumers have the right to request traders to inspect, correct, update, delete, transfer, or suspend the transfer of their information to third parties.

2. Traders shall take responsibility for complying with the requests of consumers as specified in Clause 1 of this Article, or providing consumers with tools and information to conduct such actions as specified by the law.

3. Traders must delete information of consumers upon the expiration of the storage duration as prescribed at Point c, Clause 1, Article 16 of this Law or other relevant law.

Article 21. Provision of information about products, goods, services, model contracts and general transaction conditions for consumers

Traders have the following responsibilities:

1. Providing accurate and complete information on the following contents:

a) Products, goods, or services, including measurements, quantity, volume, quality, use, price, origin of goods, expiry date, charges, expenses, delivery methods, delivery time, transportation methods and payment;

b) Information about traders;

c) Consumer feedback and assessments of products, goods or services, traders (if any);

2. Carry out labeling of goods to ensure truthfulness, clarity, accuracy, and true reflection of the nature of goods as prescribed by law;

3. Displaying prices as stipulated by the laws on prices;

4. Providing information on their capacity to supply spare parts and accessories of products or goods;

5. Providing usage instructions and warranty policies as specified in Article 30 of this Law in case of products, goods or services with warranties;

6. Being transparent about the ingredients, functions, and distinct benefits of products, goods, and services produced or provided specifically for each gender;

7. Accurately and fully notifying consumers of traders' model contracts and general transaction conditions prior to any transactions.

Article 22. Responsibilities of third parties for providing information on products, goods or services for consumers

1. When a trader provides information on products, goods or services for consumers through a third party, such party shall:

a) Provide accurate and complete information on products, goods or

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services provided by the trader and related evaluation and ranking programs (if any);

b) Request the trader to provide information, documents and means to prove the accuracy and completeness of information on the products, goods or service;

c) Take joint responsibility for providing inaccurate or incomplete information on the products, goods or services, unless it can prove that it has taken all measures required by law to verify the accuracy and completeness of information on the products, goods or service;

d) Comply with other relevant law provisions;

2. When a trader provides information on products, goods or services in the mass media, the owner of the mass medium or the communication service provider shall:

a) Comply with Clause 1 of this Article;

b) Work out, develop and implement technical solutions to prevent its medium or service from being used for harassment of consumers;

c) Refuse the trader's use of its medium or service if such use can harass consumers;

d) Stop a trader's use of its medium or service for harassment of consumers at the request of a competent state agency.

3. When a trader provides information on products, goods or services consumers through an influencer, the influencer shall:

a) Comply with Clause 1 of this Article;

b) Notify consumers in advance that the influencer is being sponsored to provide information about products, goods or services.

Article 23. Contracts with consumers, model contracts and general transaction conditions

1. Forms of contracts concluded with consumers, model contracts, and general transaction conditions shall comply with the civil law and other relevant laws.

2. The language and form of contracts concluded with consumers, model contracts, and general transaction conditions in written form must be expressed clearly and understandable.

The language used in contracts concluded with consumers, model contracts, and general transaction conditions is Vietnamese. The parties may agree to use other ethnic languages of Vietnam or foreign languages. In case there is a difference between the Vietnamese version and the version of another ethnic

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language of Vietnam or the foreign language version, the version that brings more benefits to consumers shall be given priority.

3. A model contract must have the following basic contents:

a) Information of the parties in the contract, including names, addresses, phone numbers and other contact methods (if any);

b) Information on the products, goods or services sold or provided under the contract;

c) Measurement, quantity, volume, quality, utility, price of products, goods or services to be sold or provided, the components constituting the final price of the products, goods, or services if such products, goods or services subject to price component publicization as prescribed by law;

d) Method and term of payment;

dd) Time, location, method of sale or provision of products, goods or services;

e) Rights and obligations of the parties to ensure compliance with this Law and other relevant laws;

g) Responsibility for consumer information protection;

h) Cases of termination of contract performance and responsibilities arising due to termination of contract performance;

i) Force majeure circumstances as prescribed by law;

k) Method of dispute settlement;

l) Time of contract conclusion and term of the contract.

4. In addition to the basic contents specified in Clause 3 of this Article, a model contract must comply with other relevant laws.

5. The Government shall detail Clause 2 of this Article.

Article 24. Interpretation of contracts with consumers, model contracts and general transaction conditions

In case of different understandings about the content of contracts with consumers, model contracts, and general transaction conditions, the interpretation will be made in a manner that is favorable to the consumer.

Article 25. Prohibited provisions in contracts with consumers, model contracts and general transaction conditions

In the contracts with consumers, model contract, or general transaction conditions, the trader is not allowed to stipulate the following terms:

1. Restricting or excluding the legal responsibilities of the trader towards consumers, except in cases where relevant laws prescribe such limitations or

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exclusions;

2. Restricting or excluding the consumer’s right to lodge complaints or lawsuits;

3. Allowing the trader to unilaterally change terms of the contract already concluded with consumers;

4. Allowing the trader to unilaterally change the general transaction conditions without stipulating the consumer's right to terminate the contract;

5. Allowing the trader to unilaterally determine that the consumer fails to perform one or some responsibilities;

6. Permitting the trader to stipulate or change prices at the time of delivery of products, goods, or provision of services, unless otherwise provided for by law;

7. Allowing the trader to change prices during the process of providing continuous services without stipulating the consumer's right to terminate the contract;

8. Allowing the trader to interpret the contract and general transaction conditions in case of different understandings of contract terms or general transaction conditions;

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9. Excluding responsibilities of the trader in case of product or goods sale or service provision through a third party;

10. Forcing consumers to fulfill their responsibility even when the trader fails to fulfill its responsibility;

11. Allowing the trader to transfer its responsibilities to third parties without the consent of consumers, unless otherwise prescribed by law;

12. Providing regulations on sanctions in a manner disadvantageous to consumers due to violations or termination of contract performance.

13. Allowing the trader to extend the contract term already agreed with consumers without stipulating the responsibility of prior notification or without a mechanism for consumers to choose whether to extend or terminate the contract;

14. Providing regulations that consumers must agree to allow the trader to collect, store and use consumer information as a condition for entering into contracts or general transaction conditions unless otherwise provided by the law;

15. Providing regulations in contravention of the principle of goodwill as provided by civil law, resulting in the imbalance of rights and obligations between the parties in a manner unfavorable to consumers.

Article 26. Performance of model contracts

1. The trader must allocate a reasonable amount of time for consumers to

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review model contracts before concluding such contracts.

2. The trader shall keep a concluded model contract until such contract expires. In case a contract kept by a consumer is lost or damaged, within 07 working days from the date of receiving the request from the consumer, the trader shall provide a copy of the contract.

3. The trader must publicly post the model contract in a conspicuous position at its headquarter and business location and on the website and application software (if any) for the consumers to know about the contract's contents before entering into the contract or conducting activities such as making deposits or payments before the contract is concluded.

Article 27. Application of general transaction conditions

1. Traders shall publicly notify consumers of their general transaction conditions and allocate a reasonable amount of time for consumers to study the conditions before making transactions.

2. General transaction conditions must clearly state the time of application and must be publicly posted by traders in a conspicuous position at their offices and business locations and posted on their websites or application software (if any) for the consumers to know about the content of general transaction conditions.

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3. General transaction conditions only take effect with consumers if the conditions have been publicly disclosed, and consumers know about those conditions before making transactions.

Article 28. Control of model contracts and general transaction conditions

1. A trader of product, goods or services that are regularly and continuously purchased and used by a large number of consumers, with a direct and long-term impact on consumers, must register model contracts and general transaction conditions with the state management agency for consumer right protection before using the model contracts and general transaction conditions to conclude with consumers.

Based on socio-economic conditions and the need for consumer right protection in each period, the Prime Minister shall promulgate and amend a list of products, goods and services requiring registration of model contracts and general transaction conditions as prescribed in this Article.

2. A state management agency in charge of consumer right protection may, itself or at the request of consumers or social organizations engaged in consumer right protection in case of being authorized by consumers, request the trader to cancel or modify its model contract or general transaction conditions when detecting such contract or conditions infringe upon consumer rights.

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3. The determination of the legal consequences of the cancellation or modification of model contracts or general transaction conditions concluded with consumers in specific transactions shall be carried out in accordance with the civil law.

4. Agencies managing sectors and fields shall, within the scope of their duties and powers, cooperate with the state management agency in charge of consumer right protection in controlling model contracts and general transaction conditions as stipulated in this Article.

5. The Government shall detail this Article.

Article 29. Provision of transaction evidences

1. A trader shall provide consumers with invoices, vouchers and documents related to transactions under law or at the consumers' request.

2. When transactions are made in cyberspace, the trader shall create conditions for consumers to access, download, store and print out invoices, vouchers and documents specified in Clause 1 of this Article.

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

1. Warranty shall be provided on products, goods, parts and accessories as agreed by parties or required by law.

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2. A trader of products, goods, parts and accessories subject to warranty shall:

a) Publicly announce their warranty policies. Warranty policies must have the following principal contents: The time and period of the warranty, the contents, scope, methods of warranty implementation, and cases excluding warranty liability of traders;

b) Accurately and fully perform its responsibilities to provide warranty on its products, goods, parts and accessories;

c) Provide consumers with a written warranty receipt or other equivalent form of warranty receipt, clearly stating the warranty period. Such time is excluded from the warranty period.

When the trader replaces parts or accessories, the warranty period for such parts or accessories shall be counted from the time of replacing those parts or accessories.

When the trader changes new products or goods, the warranty period for such products or goods shall be counted from the time of changing the products or goods;

d) During the time of maintenance, provide consumers with similar products, goods, parts or accessories for temporary use or offer an appropriate solution as agreed upon between consumers and the trader during the warranty

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period;

dd) Change similar products, goods, parts or accessories or recall products, goods, parts or accessories and refund money to consumers when it, past the time of maintenance, fails to repair or correct the faults, or in case the warranty of products, goods, parts and accessories has been performed 03 times or more within the warranty period but fails to correct the faults;

e) Pay expenses for the repair and transportation of products, goods, parts and accessories from consumers' places of residence or places where the products, goods, parts and accessories are used to maintenance places and from such places to consumers' places of residence or places where the products, goods, parts and accessories are used;

g) Be held responsible for warranty on products, goods, parts and accessories for consumers even when it authorizes or hires another organization or person to provide such warranty.

Article 31. Responsibilities for receiving and handling consumer feedback, requests and complaints

1. The trader shall be responsible for organizing to receive and handle feedback, requests and complaints from consumers.

2. The trader shall be responsible for notifying consumers about the receipt of feedback, requests, and complaints from consumers within 03 working days from the date of receiving such feedback, requests, or complaints.

3. Organizations and individuals that manufacture or import products and goods or directly sell and provide products, goods or services to consumers shall develop and publicize a process for receiving and handling feedback, requests and complaints from consumers. These procedures should be visibly posted at their headquarters and business premises and posted on their website and application software (if any).

The provisions of this Clause are not mandatory to individuals engaged in independent, regular, unregistered business activities, and all micro-enterprises as prescribed by law.

Article 32. Responsibilities for defective products and goods

1. When detecting defective goods, the trader shall:

a) Recall and handle defective products or goods in accordance with Article 33 of this Law and other relevant laws;

b) Take necessary measures to protect consumer rights during the process of recalling and handling defective products or goods;

c) Report to the state management agency in charge of consumer right protection and relevant state management agencies before and after carrying out

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the recall. The recall of defective goods must strictly follow the announced and reported contents; the trader shall bear expenses arising during the recall.

2. The provincial-level state management agency in charge of consumer right protection and the specialized agency of the province where defective products or goods are recalled shall inspect and monitor the implementation to ensure the recall according to the reported and notified contents and to safeguard the legitimate rights and interests of consumers, in accordance with the law.

When defective products or goods are recalled in 2 or more provinces or centrally-run cities, the central state management agency in charge of consumer right protection and relevant central state management agency shall inspect and monitor the recall.

3. The Government shall detail this Article.

Article 33. Recall of defective products and goods

1. Defective products and goods include:

a) Group A defective products and goods are products and goods that pose a risk to the life and health of consumers;

b) Group B defective products and goods are products and goods that pose a risk to the property of consumers;

c) For defective products and goods that pose a risk to the life, health or property of consumers, the provision applicable to group A defective products and goods shall apply.

2. In case of detecting group A defective products and goods, traders, on their own or at the request of the state management agency in charge of consumer right protection or relevant state management agencies of the relevant industry or field, shall:

a) Promptly take all necessary measures to stop the supply and recall of such goods in the market;

b) Publicize information about the defective products and goods and the recall of such products and goods by posting at headquarters and business places and posting on websites and application software (if any) of the traders until the recall is completed;

c) Make public announcements about the defective products and goods and the recall for a period of at least 05 consecutive issues or 05 consecutive days on radio, television, printed newspapers, and electronic newspapers at both central and local levels where the products and goods are distributed.

3. In case of detecting group B defective products and goods, traders shall, on their own or at the request of the state management agency in charge of consumer right protection or relevant state management agencies of the relevant

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industry or field, comply with the provisions of Points a and b, Clause 2 of this Article.

4. Contents of notice and publicity specified in Clauses 2 and 3 of this Article include:

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

b) Reasons for the recall and warning of damage possibly caused by defects of such products or goods;

c) Time, place and mode of recall;

d) Time and mode of remedy of defects;

dd) Other relevant content (if any) for consumer right protection.

5. The Government shall detail this Article.

Article 34. Compensation of damage caused by defective products or goods

1. Traders shall pay damages when their defective products or goods harm the life, health or property of consumers even when they are not aware about or not at fault for such defects, except the case defined in Article 35 of this Law.

2. Traders that take responsibility for compensation of damages specified in Clause 1 of this Article include:

a) Products or goods producers;

b) Products or goods importers;

c) Organizations and individuals with their commercial names on products, goods or using trademarks or commercial indicators showing that they are products and goods producers or importers;

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

dd) Organizations and individuals directly providing products and goods to consumers;

e) Other organizations and individuals in charge of products and goods as provided by other relevant laws.

3. In case traders specified at Points a, b, c, d and e, Clause 2 of this Article are unidentifiable, the traders specified at Point dd, Clause 2 of this Article shall take responsibility for compensation for consumers, unless otherwise provided by law.

4. In case multiple traders specified in Clause 2 of this Article cause damage, these traders must jointly compensate for the damage to consumers.

5. Damages shall be paid under the civil law and other relevant laws.

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Article 35. Exemption from liability for compensation for damage caused by defective products or goods

Traders defined in Article 34 of this Law are exempt from liability for paying damages in the following cases:

1. When proving that defective products or goods could not be detected with the world's level of science and technology by the time products or goods cause damage;

2. When the traders have fully implemented the measures prescribed in Articles 32 and 33 of this Law, and consumers have fully received information but still intentionally use defective products and goods, causing damage;

3. Other cases as prescribed by the civil law and other relevant laws.

Article 36. Responsibilities for providing services in contravention of the registered, notified, announced, posted, advertised, introduced, contracted, or committed contents

1. In cases where the provision of services fails to comply with the contents registered, notified, announced, posted, advertised, introduced, contracted, or committed at the time the service is provided, the trader shall take responsibility for reaching an agreement with consumers to implement one or several of the following remedies:

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a) Providing the service again;

b) Continuing to provide the service without charge or at a reduced price for the portion of the service provided;

c) Terminating service provision and refunding money to consumers;

d) Other measures as agreed by the parties.

2. The traders shall pay the expense of implementing the remedial measures for services provided in contravention of the registered, notified, announced, posted, advertised, introduced, contracted, or committed contents

3. Consumers have the right to request compensation in case the service is provided inconsistently with the registered, notified, announced, posted, advertised, introduced, contracted or committed contents, causing damage to consumers.

4. The trader shall be exempt from liability for compensation if they can prove that the provision of services in contravention of the registered, notified, announced, posted, advertised, introduced, contracted, or committed contents cannot be detected with the world's level of science and technology at the time the trader provided the service to consumers, or in the case of exemption from liability to compensate as prescribed by law.

5. Damages shall be paid under the civil law and other relevant laws.

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Chapter III

RESPONSIBILITIES OF TRADERS TOWARDS CONSUMERS IN SPECIFIC TRANSACTIONS

Section 1.

REMOTE TRANSACTIONS

Article 37. Responsibilities of traders in remote transactions

1. When conducting remote transactions, the trader must accurately and completely provide consumers with the following information:

a) Name, address, phone number, other contact method (if any) of the trader, or its representative in Vietnam (if any);

b) Business registration certificate number or enterprise identification number or equivalent documents for economic organizations; or personal tax identification number for individuals;

c) Measurement, quantity, volume, quality, use, price, source, origin, shelf life of products, goods or services;

d) Delivery expenses (if any);

dd) Payment methods and deadlines; time, place, and methods of sale and provision of products, goods or services; conditions and methods of exchange or return of products, goods or services;

e) Effective period of the transaction request;

g) Information on fees, expenses, value-added tax, calculation methods for possible fees and expenses, and general transaction conditions applied during the provision of products, goods or services to consumers;

h) Details about the uses, methods of use, and warranty of products, goods or services;

i) Consumer rights specified in Clause 3, Article 38 of this Law;

k) Procedures for handling the exchange or return of products, goods or services or termination of signed contracts;

l) Procedures for receiving and handling of consumer feedback, requests and complaints.

2. In cases where transactions are conducted via telephone or other forms of communication and conversation, traders shall provide their name, address, and the purpose of the conversation from the outset.

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3. In case transactions are carried out on cyberspace, traders shall comply with the provisions of this Law, the law on e-commerce and other relevant laws.

4. The Government shall detail this Article.

Article 38. Conclusion of contracts in remote transactions

1. In remote transactions with consumers, trades shall establish and implement the following tools and security measures:

a) Providing accurate and complete contract content for consumers to study before concluding the contract;

b) Consumers discuss and clarify contract contents and confirm agreement to conclude the contract;

c) Consumers review and download the contract that has been confirmed and signed by the consumers.

2. The contents of a contract include: information specified in Clause 1, Article 37 of this Law; name, address, phone number and other contact method (if any) of consumers; and rights and obligations of the parties.

In cases where multiple parties participate in the performance of a contract, the contract's content must clearly define the subject, rights, and obligations of each subject.

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3. If traders provide inaccurate or incomplete information specified in Clause 1, Article 37 of this Law, consumers have the following rights:

a) Reaching an agreement to choose the method of handling contracts with traders;

b) Within 30 days from the date of concluding the contract, unilaterally terminating the performance of the concluded contract and notify traders. Consumers shall not pay any expenses in any form to terminate the contract, except for expenses for used products, goods or services;

c) Requesting a competent agency to declare the contract null and void or cancel the contract according to civil law.

4. In case the consumers unilaterally terminate the performance of the contract according to Point b, Clause 3 of this Article, the traders must refund the consumers the amount paid for the unused portion of products, goods or services within 30 days from the date the consumers unilaterally declared the contract termination. Past this time limit, the traders must pay interest on the amount of late payment at the interest rate agreed upon by the two parties or as specified in civil law. The refund shall be made in the same method as the consumers originally paid, except where the consumers agree to pay by another method.

In case the termination of contract performance causes damage to consumers, traders must compensate for damage in accordance with civil law.

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Article 39. Responsibilities of traders towards consumers in transactions in cyberspace

1. Organizations and individuals conducting business in cyberspace include:

a) Organizations and individuals trading products, goods or services through their self-established information systems or through digital platforms;

b) Organizations establishing and operating digital intermediation platforms.

2. Traders in cyberspace shall comply with the provisions of Articles 37 and 38 of this Law and Section 2 of this Chapter in case of continuous provision of services.

3. In addition to the responsibilities specified in Clause 2 of this Article, organizations that establish and operate digital intermediation platforms shall:

a) Appoint and publicly announce focal points and authorized representatives to coordinate with competent state agencies in handling issues related to consumer right protection;

b) Develop and publicly announce the operating regulations of the digital intermediation platform for consumers, clearly defining the responsibilities of the parties participating in the transaction;

c) Provide information about traders operating on digital intermediation platforms when being requested by consumers who are conducting transactions with such traders;

d) Allow consumers to provide feedback and evaluations of traders, products, goods or services sold or provided by the traders, and fully and accurately display feedback and evaluations, except in cases where such feedback or evaluations violate the law or social ethics;

dd) Fully and transparently display information about products, goods, or services sold or provided by the traders, including mandatory information displayed on product goods as specified by the law on goods labeling, except for product-specific information, including the product's manufacturing date, expiration date, lot number, chassis number, and result standards to be achieved in provision of products, goods or services;

e) Appoint and publicly announce focal points for receiving and handling feedback, requests, and complaints from consumers related to products, goods or services, and information contents on digital intermediation platforms; receive and address feedback, requests, and complaints from consumers to organizations that establish and operate digital intermediation platforms;

g) Take measures to allow the display of the prioritization of evaluations,

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feedback, and recommendations from social organizations engaged in consumer right protection or organizations that assess the trustworthiness as specified by laws;

h) Directly store information or provide solutions to store information on products, goods or services and related transactions, allow consumers to access, trace, download, store and print invoices, vouchers, and documents related to transactions on digital intermediation platforms managed by themselves;

i) Ensure transparency of advertising activities in cyberspace as required by law in cases where there are advertising activities;

k) Provide reports on content moderation activities carried out at the request of competent state agencies;

l) Maintain online reporting accounts and provide updated information and data as required for inspection and examination by competent state management agencies as prescribed by law;

m) Verify the identity of organizations and individuals selling products, goods, and providing services on their digital intermediation platforms;

n) Assume responsibilities toward consumers as prescribed by the law on e-commerce in cases where domestic and foreign traders sell or provide products, goods or services to consumers within the territory of Vietnam;

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o) Discharge other responsibilities in accordance with this Law and other relevant laws.

4. Organizations that establish and operate big digital platforms must comply with Clause 3 of this Article and have the following responsibilities:

a) Establishing an advertising storage warehouse using algorithms to target specific consumers or consumer groups;

b) Periodically evaluating the operation of content censorship, the use of algorithmic systems and advertising targeting specific consumers or consumer groups;

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

5. The Government shall detail Clause 4 of this Article.

Article 40. Responsibilities for publicizing and removing warning information in cyberspace transactions

1. Warning information to be publicized includes:

a) A list of traders in cyberspace whose acts of violating the legitimate rights and benefits of consumers are handled in accordance with this Law and

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other relevant laws;

b) A list of traders in cyberspace whose acts of violating the law on protecting consumer rights are handled by competent foreign agencies and affect the rights of Vietnamese consumers

2. Responsibilities for publicizing warning information are specified as follows:

a) Ministries, ministerial-level agencies, and provincial-level People's Committees shall take responsibility for providing and publicizing information to warn consumers in cyberspace transactions as specified in Clause 1 of this Article within the scope of competence in accordance with law regulations;

b) Traders in cyberspace whose acts of violation handled in accordance with this Law and relevant laws shall be responsible for providing information to competent state management agencies through the information and reporting system as prescribed by law.

c) News agencies, political-social organizations, and social organizations participating in consumer right protection shall disclose warning information in cyberspace transactions through appropriate means, ensuring accessibility for consumers. The disclosure of warning information must comply with this Law and other relevant laws.

3. The Government shall detail this Article.

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Section 2.

CONTINUOUS SERVICE PROVISION

Article 41. Responsibilities traders continuously providing services

1. Traders continuously providing services in the territory of Vietnam shall publicly announce their legal representatives in Vietnam. In case traders continuously providing services in the territory of Vietnam do not have legal representatives in Vietnam, they must appoint an authorized representative in Vietnam and publicly announce the authorized representative in Vietnam. Representatives of traders shall comply with the law on consumer right protection.

2. Consumers shall not be required to make any payment before the service is provided to them, except for other agreements made by the parties.

3. Unilateral termination of a contract or cessation of service provision contrary to the contract or provisions of law shall not be allowed. In cases due to the maintenance, repair, or other reasons requiring the cessation of service provision, the traders providing the services must notify consumers in advance of

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the cessation time and the time to re-provide the services at least 03 working days before the cessation date, except for force majeure cases.

4. Regularly inspect the quality of the services they provide to ensure that the quality matches the commitments made to consumers.

5. Comply with the provisions of Article 37 and Article 38 of this Law in cases of continuously providing services through remote transactions.

Article 42. Contracts for continuous service provision

1. A contract for continuous service provision must be made in writing and provided to the consumer in 1 copy.

2. A model contract for continuous service provision must contain the contents specified in Clause 3, Article 23 of this Law and the following information:

a) Name, address, phone number, other contact method (if any) of the trader, or the representative in Vietnam (if any);

b) Description of the provided services;

c) Time and duration of service provision;

d) Accurate and complete information about fees, expenses, calculation methods for possible fees and expenses, and general transaction conditions applied in the process of providing services to consumers;

dd) Notify consumers about payment of fees to continue using the service in the agreed manner at least 07 working days before the expiry date of the service use;

e) Notify consumers about the termination date of the contract in the agreed manner at least 07 working days before the termination date of the contract.

3. Unless otherwise agreed by the parties, consumers have the right to unilaterally terminate the performance of a contract for continuous service provision at any time and notify the organization or individual providing the service. In the event of unilateral termination by consumers, they are only required to pay for the portion of the service they have used.

Section 3.
DIRECT SALES

Article 43. Responsibilities of traders in door-to-door sale

1. Traders may conduct the door-to-door sale via:

a) Traders themselves;

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b) Employees of traders;

c) Their hired or authorized representatives.

2. Upon door-to-door sale, individuals specified in Clause 1 of this Article shall take the responsibilities as follows:

a) To introduce the name, phone number, address, and headquarters of the traders in charge of sale or provision of products, goods or services; provide documents proving relationships with the traders;

b) Not to insist on sale or provision of products, goods or services after being refused by consumers;

c) To explain to consumers fully, accurately and clearly about contract terms and information related to products, goods or services that consumers are interested in.

3. Traders shall take responsibility for the door-to-door sale activity of individuals specified in Clause 1 of this Article.

Article 44. Door-to-door sale contracts

1. A door-to-door sale contract must be made in writing and of which one copy must be given to the consumer, unless otherwise agreed upon by the involved parties.

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2. In case a door-to-door sale contract is made in writing, the trader must allow the consumer to reconsider the decision to implement the contract within at least 03 working days from the date of concluding the contract. Within such duration, the consumer may unilaterally terminate the contract and notify such to the trader.

3. In case a door-to-door sale contract is made in writing, the consumer himself/herself shall fill in the date of the contract when concluding such contract.

Article 45. Responsibilities of multi-level marketing traders

1. A multi-level marketing organization has the following responsibilities:

a) To post up its documents on operation at its head office, branches, representative offices and business places, website and application software (if any);

b) To observe its rules of operation and compensation plan;

c) To issue invoices for each transaction of selling goods;

d) To receive goods and refund the paid money amount at the request of a multi-level marketing individual or a customer if the request is made within 30 days from the date of receipt of the goods; package, stamp and label of the goods remain intact and the goods are within their expiration date;

dd) To take responsibility for multi-level marketing individuals' multi-

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level marketing activities which are carried out at its head office, branches, representative offices or business places or at its conferences, seminars or training courses.

2. A multi-level marketing individual has the following responsibilities:

a) To produce his/her member card before introducing, marketing or selling goods;

b) To comply with the contract on multi-level marketing participation and rules of operation;

c) Not to take advantage of his/her position, powers, social position or occupation to encourage, request, lure or induce other persons to participate in the multi-level marketing network or buy goods traded by the multi-level marketing mode.

3. The Government shall detail this Article.

Article 46. Contracts on multi-level marketing participation

1. A multi-level marketing organization and a multi-level marketing individual must enter into a written contract on multi-level marketing participation.

2. A contract on multi-level marketing participation must satisfy the conditions on languages and forms specified in this Law and law on the management of multi-level marketing activities.

Article 47. Responsibilities of traders upon sale at locations other than regular business locations

1. Unless otherwise prescribed by law, when selling products, goods or providing services at a location other than a regular transaction location with a total value of more than 10 million VND, a trader has the following responsibilities:

a) To notify in advance to the commune-level People's Committee at the place where products or goods are sold or services are provided on the following contents: name, address, contact phone number of the trader, expected sale location, content of the sale program, sale mode, price and products, goods or services;

b) To post up the information of the trader and their products, goods or services at the sale location;

c) To maintain contact information, resolve feedback, requests, and complaints of consumers during and after completion of sale and provision of products, goods, services;

d) To provide complete, truthful and accurate information about products, goods, services and activities of the trader;

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dd) To receive the returned products, goods or services within 30 days from the date of sale or provision on condition that their package, stamp and label (if any) remain intact and they are within their expiration date;

e) To deliver purchase invoices and documents, deliver and receive the products, goods, services;

g) In case the contract on provision of products, goods or services specified in this Article is made in writing, the trader must transfer the contract to the consumer. Within 03 working days from the date of receiving the contract, the consumer has the right to decide on or unilaterally terminate the implementation of the concluded contract and notifies the trader. Before this time limit expires, the trader must not request the consumer to deposit, pay or perform contract contents, unless otherwise prescribed by law.

2. The commune-level People's Committee shall be responsible for receiving notices, monitoring and inspecting sale activities of the trader according to the notified contents specified in Clause 1 of this Article.

3. The Government shall detail this Article.

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Chapter IV

CONSUMER RIGHT PROTECTION ACTIVITIES OF VIETNAM FATHERLAND FRONT, SOCIO-POLITICAL ORGANIZATIONS AND SOCIAL ORGANIZATIONS

Article 48. Responsibilities of the Vietnam Fatherland Front and socio-political organizations

1. The Vietnam Fatherland Front has the following responsibilities:

a) To carry out the dissemination and mobilization in order that the people clearly understand and comply with the Party's policies and guidelines, the State's policies and laws on consumer right protection;

b) To supervise the observance of law on consumer right protection by state management agencies at all levels, traders; perform the social criticism of draft legal documents, plans, programs, projects and schemes on consumer right protection of state agencies.

2. A socio-political organization has the following responsibilities:

a) To comply with Clause 1 of this Article;

b) To counsel and support union members, members and people on issues relating to consumer right protection.

Article 49. Social organizations participating in consumer right

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protection

1. Social organizations lawfully established and operating under laws on associations may participate in consumer right protection.

2. Social organizations participating in consumer right protection include social organizations with the principles and purposes of consumer right protection and other social organizations participating in consumer right protection.

3. Social organizations participating in consumer right protection shall operate in accordance with this Law and other relevant laws.

4. The State encourages social organizations to participate in consumer right protection. Social organizations participating in consumer right protection shall be assigned to perform a number of tasks relating to consumer right protection and provided with the financial support by the State in accordance with the laws on state budget, on associations and other relevant laws.

Article 50. Operation of social organizations participating in consumer right protection

1. A social organization engaging in consumer right protection may conduct the following activities:

a) Guide, assist and counsel consumers upon request;

b) Provide a competent state management agency with information on traders' violations of law;

c) Give opinions about the elaboration of guidelines, policies, laws, plans, programs, projects and schemes relating to consumer right protection;

d) Disseminate, popularize and educate about guidelines, policies and laws on consumer right protection, relevant guidelines, policies and laws;

dd) Support the negotiation and mediation of disputes between customers and traders in accordance with laws upon request;

e) Independently survey and test product, goods or service quality and publicize its survey and testing results in accordance with law provisions; reflect and evaluate traders' level of reliability in the cyberspace; notify and warn consumers of products, goods or services and take responsibility before law for such notification and warning; propose competent state agencies to handle violations of the law on consumer right protection;

g) Represent a consumer to initiate a civil case relating to consumer right protection upon request and authorization in accordance with law provisions;

h) Initiate a civil case relating to consumer right protection for public interest if the conditions specified in Clause 2 of this Article are satisfied;

i) Organize training to raise customers' awareness and knowledge on

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consumption.

2. A social organization engaging in consumer right protection has the right to initiate a civil case relating to consumer right protection for public interest if it fully meets the following conditions:

a) Be established and operating in accordance with law;

b) Have principles and purposes of operation being for the consumer rights or for the public interest relating to consumer rights;

c) Have operated for at least 01 year counting from the date of its establishment to the date of its initiation of the civil case;

d) Operate at district level or higher.

Article 51. Rights of social organizations engaging in consumer right protection

1. Participate in inspection activities relating to consumer right protection at the request of competent state agencies.

2. Coordinate with agencies and organizations in participating in consumer right protection activities.

3. Be notified by state management agencies of the results of receiving, processing, and securing confidential information provided and proposed by the organizations.

4. Participate in trainings in knowledge and skills in consumer right protection.

5. Join international consumer right protection organizations in accordance with the law on associations and other relevant laws.

6. Participate in programs, projects, research subjects, counseling, social criticism and assessment and other activities relating to consumer right protection at competent state management agencies' request.

Article 52. Responsibilities of Social organizations engaging in consumer right protection

1. Comply with this Law and other relevant law regulations.

2. Not harm the interests of the State, lawful rights and interests of organizations and individuals during the participation in consumer right protection activities.

Article 53. Social organizations with the principles and purposes of consumer right protection

1. Social organizations with the principles and purposes of consumer right protection shall perform the activities specified in Clause 1 Article 50 of this Law.

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2. Social organizations with the principles and purposes of consumer right protection shall perform the activities specified at Points a, d, dd, e, g, h and i Clause 1 Article 50 of this Law under the assignment by competent management agencies.

3. Social organizations with the principles and purposes of consumer right protection must not refuse to advise or support customers' legitimate complaints.

Chapter V

SETTLEMENT OF DISPUTES BETWEEN CONSUMERS AND TRADERS

Section 1.

GENERAL PROVISIONS

Article 54. Modes of settling disputes between consumers and traders

1. A dispute between a consumer and a trader shall be settled through:

a) Negotiation;

b) Mediation;

c) Arbitration;

d) Court.

2. Negotiation and mediation do not apply to disputes which:

a) Harm interests of the country and the nation or public interests;

b) Violate law provisions or are contrary to social morals;

c) Harm interests of many consumers, except for cases where the number of consumers suffering damage may be fully determined.

3. Disputes between consumers and traders shall be settled directly, online or by other modes specified by relevant laws.

Article 55. Responsibility of information and document provision during the settlement of disputes between consumers and traders

1. Relevant agencies, organizations and individuals shall be responsible for providing complete, accurate and timely information and documents at the request of competent state agencies or social organizations engaging in consumer right protection during settlement of disputes between consumers and traders in accordance with laws.

2. Competent state agencies and social organizations engaging in consumer

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right protection shall keep the provided information and documents confidential in accordance with law provisions.

Section 2.
NEGOTIATION

Article 56. Request for and receipt of negotiation

1. A consumer may send a request for negotiation to a trader.

2. The trader must receive the consumer's request for negotiation in accordance with Article 57 of this Law.

3. In case a trader does not respond to a consumer's request for negotiation under Article 57 of this Law or refuse the negotiation without a plausible reason, the consumer has the right to request a state management agency in charge of consumer right protection or social organization engaging in consumer right protection to support the negotiation when the customer's lawful rights and interests are infringed.

Article 57. Order and procedures for negotiation

1. The customers sends a request for negotiation and relevant information and documents (if any) to a trader at the trader's head office, branches, representative offices or business places, website or via other contact methods announced or applied by the trader.

2. The trader shall receive a consumer's request for negotiation and negotiate with the consumer within 7 working days after receiving such request.

3. For cases specified in Clause 3 Article 56 of this Law, the customer shall send a request of negotiation support and relevant information and documents directly, by post or online to a state management agency in charge of consumer right protection or social organization engaging in consumer right protection.

4. Within 07 working days from the date of receiving the consumer's request, the state management agency in charge of consumer right protection or social organization engaging in consumer right protection shall be responsible for transferring the customer's request to the trader requested to conduct the negotiation.

5. The trader shall be responsible for negotiating with the consumer within 07 working days from the date of receiving the request and notifying in writing results of the negotiation to the state management agency in charge of consumer right protection or social organization engaging in consumer right protection within 05 working days from the date of completion of negotiation.

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6. In case of refusal of a consumer's negotiation request, within 07 working days from the date of receiving the negotiation request, the trader must reply in writing and clearly state the reason.

Article 58. Cases of refusal of receipt and settlement of request for negotiation request

1. A customer is a minor, a person who has lost his/her civil act capacity, person with a limited civil act capacity or person with difficulty in perceiving and controlling his/her acts, and has not a lawful representative.

2. A person requesting the negotiation support is not a customer or a customer’s lawful representative.

3. A customer does not fully provide the information and documents to exactly determine relevant organizations and individuals or evidences relating to the transaction.

4. Contents of request for negotiation support are beyond the competence of state management agencies in charge of consumer right protection or objectives, scope and field of operation of social organizations engaging in consumer right protection.

5. A request on negotiation support has been settled by a state management agency or social organization engaging in consumer right protection.

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Article 59. Rights and responsibilities of involving parties during the negotiation

1. During the negotiation, a customer and a trader have the following rights:

a) Agree or refuse to participate in negotiation under this Law;

b) Choose the time and form of negotiation;

c) Request to suspend or terminate negotiations;

d) Request to keep the negotiation confidential;

dd) Freely express their will about the content of negotiation;

e) Other rights specified in this Law and other relevant laws.

2. During the negotiation, a customer and a trader have the following responsibilities:

a) To conduct negotiation in accordance with laws and in conformity with social ethics, civic rights and responsibilities and business culture;

b) To present truthfully the dispute’s details, provide information and documents relating to the dispute;

c) To implement successful negotiation results on the principles of honesty

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and good faith;

d) Other responsibilities prescribed by this Law and other relevant laws.

Article 60. Negotiation results

1. Results of successful negotiation between a trader and a consumer shall be made in writing, unless otherwise agreed on by parties.

2. In case the negotiation results are made in writing, the document on negotiation results includes the following contents:

a) Parties participating in negotiation;

b) Time and place of negotiation;

c) Content of negotiation;

d) Negotiation results;

dd) Other contents as agreed upon by the parties in accordance with law regulations.

3. In case the negotiation results are made in writing, the documents must include the signatures or fingerprints of the parties.

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Section 3.
MEDIATION

Article 61. Order and procedures for mediation

1. Traders and consumers may agree to choose a third party to conduct the mediation.

2. The order and procedures for mediation shall comply with the law on mediation.

Article 62. Mediation principles

1. Assurance of objectivity, honesty, goodwill, equality, fairness; no constraint or deception.

2. Organizations and individuals conducting mediation and parties participating in mediation must keep information related to mediation confidential, unless otherwise agreed upon by the parties or defined by laws.

Article 63. Mediation organizations

1. Mediation organizations settling disputes between consumers and traders include:

a) Social organizations engaging in consumer right protection;

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b) Mediation organizations specified by the law on commercial mediation, law on grassroots mediation, law on mediation at court;

c) Other organizations with the function of mediating disputes between consumers and traders defined by laws.

2. Mediation organizations prescribed at Points a and c Clause 1 of this Article shall be responsible for recognizing and publishing the List of qualified mediators under this Law and appointing mediators to participate in mediation at the parties' request.

Article 64. Mediators

Mediators in disputes between consumers and traders include:

1. Mediator specified by relevant law on mediation;

2. Mediators of the organizations specified at Points a and c Clause 1 Article 63 of this Law being Vietnamese citizens who fully meet the following conditions:

a) Have full civil act capacity;

b) Have good morals, honesty, and reputation;

c) Have mediation skills, knowledge about law on consumer right protection and other relevant laws;

d) Not be persons subject to penal liability examination, or having been sentenced without being remitted from their conviction.

3. In case of a dispute between a consumer and a trader involving an ethnic minority person, there must be at least one mediator being an ethnic minority person or fluent in such ethnic minority's language. If there is no mediator meeting the requirements in this Clause, the parties participating in the mediation may themselves seek or request the mediator to seek an interpreter, unless otherwise agreed upon by the parties.

Article 65. Mediation results

1. In case of successful mediation results, the parties shall make a document on successful mediation results.

2. Documents on successful mediation results for cases specified at Points a and c Clause 1 Article 63 of this Law must contain the following contents:

a) Organizations and individuals conducting mediation;

b) Parties participating in mediation;

c) Time and place of mediation;

d) Content of mediation;

dd) Opinions of the parties participating in the mediation;

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e) Mediation results and implementation solutions;

g) Time limit for implementing successful mediation results;

h) Other contents agreed upon by the parties in accordance with laws.

3. Documents on mediation results must contain signatures or fingerprints of parties participating in mediation, signatures of individuals conducting mediation, and the confirmation stamp of the organization conducting mediation (if any).

Article 66. Implementation and recognition of successful mediation results

1. The parties participating in mediation shall be responsible for implementing the successful mediation results within the time limit agreed in their documents on successful mediation results.

2. One of the parties participating in mediation may request the court to issue a decision on recognizing the successful mediation results.

3. The request and recognition of successful mediation results shall comply with the civil procedure law.

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Section 4.
ARBITRATION

Article 67. Effect of arbitration clause

1. A trader must notify the arbitration clause before entering into a contract and obtain approval from their consumers.

2. In case an arbitration clause is included in a model contract or general transaction condition by a trader, when a dispute occurs, the consumer has the right to choose another mode of settling disputes.

Article 68. Order and procedures for dispute settlement by arbitration

The order and procedures for dispute settlement by arbitration comply with the law on commercial arbitration.

Article 69. Burden of proof

1. A consumer is obliged to provide evidence and prove to protect his/her legitimate rights and interests under the laws, except proving faults of a trader.

2. A trader is obliged to prove that it does not commit faults causing damage under the laws.

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Section 5.

DISPUTE SETTLEMENT BY COURTS

Article 70. Civil cases on consumer right protection

1. A civil case on consumer right protection is the case in which the plaintiff is a consumer or a social organization engaging in consumer right protection under this Law. The court shall settle civil cases relating to consumer right protection according to the order and procedures specified in the Civil Procedure Code.

2. A civil case on consumer right protection with transaction value of less than VND 100 million shall be settled according to summary procedures without meeting the conditions defined in Clause 1 Article 317 of the Civil Procedure Code.

3. A civil case on consumer right protection not being cases specified in Clause 2 of this Article shall be settled according to summary procedures if it fully satisfies the conditions defined in Clause 1 Article 317 of the Civil Procedure Code.

Article 71. Court fee for civil cases on consumer right protection

1. Court fee for civil cases on consumer right protection shall comply with laws on court fee and legal fees on and this Law.

2. A customer initiating a civil case to protect his/her legitimate rights, social organization engaging in consumer right protection who represents a customer under authorization to initiate a civil case relating to consumer right protection interest is not required to advance and pay court fee.

3. A social organization engaging in consumer right protection that initiates a civil case relating to consumer right protection for public interest is not required to advance and pay court fee.

Article 72. Publicization of information about civil cases relating to consumer right protection for public interest initiated by social organizations engaging in consumer right protection

1. A social organization engaging in consumer right protection who initiates a civil case relating to consumer right protection for public interest shall be responsible for publicizing the court's notice on case acceptance within 07 working days from the date the court accepts the case.

2. The notice on case acceptance shall be posted up at the headquarters and posted on the website and application software (if any) of the social organization engaging in consumer right protection for at least 15 days from the day of posting.

3. Within 07 working days from the date of completion of the case, the

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social organization engaging in consumer right protection shall publicize the settlement results of the case according to the method and time limit specified in Clause 2 of this Article.

Article 73. Damages in civil cases relating to consumer right protection for public interest initiated by social organizations engaging in consumer right protection

1. Damages and beneficiaries in civil cases relating to consumer right protection for public interest initiated by social organizations engaging in consumer right protection shall comply with the court's judgments or decisions.

2. In case the beneficiaries cannot be identified, damages in civil cases relating to consumer right protection for public interest initiated by social organizations engaging in consumer right protection shall be used for activities for consumer right protection in accordance with the Government's provisions.

Chapter VI

STATE MANAGEMENT OF CONSUMER RIGHT PROTECTION

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Article 74. State management responsibilities for consumer right protection

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

2. The Ministry of Industry and Trade shall be the focal point to assist the Government to perform the state management of consumer right protection.

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

4. People's Committees of all levels shall, within the ambit of their tasks and powers, perform the state management of consumer right protection in their localities.

Article 75. Responsibilities of the Ministry of Industry and Trade

1. To promulgate according to its competence or propose competent state agencies to promulgate and organize the implementation of policies, laws, strategies, plans, projects, schemes, programs and activities at the national level on consumer right protection; promote sustainable production and consumption towards a green and circular economy; encourage and promote investment, production, distribution, export and import of environmentally friendly products and technologies, responsible business practices for consumers in conformity

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with the roadmap for international integration and implement relevant international treaties.

2. To organize the dissemination, popularization and education of knowledge and laws on consumer right protection; provide advice and support, raise the awareness of consumer right protection; provide training and professional retraining for human resources for consumer right protection.

3. To organize survey and test product, goods or service quality and publicize its survey and testing results; notify and warn consumers of products, goods or services in the fields under the management.

4. To formulate a national database on consumer right protection.

5. To assign tasks to social organizations with the principles and purposes of consumer right protection in accordance with Clause 2 Article 53 of this Law and relevant law provisions.

6. To manage consumer right protection activities of social organizations engaging in consumer right protection and organizations of mediation on consumer right protection in accordance with law.

7. To develop a mechanism of coordination with relevant ministries and ministerial-level agencies to implement activities of consumer right protection according to its competence.

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8. To require ministries, ministerial-level agencies, and provincial-level People's Committees to report periodically and irregularly on the consumer right protection and synthesize them and report to competent state agencies.

9. To perform the control of model contracts and general transaction conditions according to its competence.

10. To inspect, examine, settle complaints and denunciations and handle violations of the law on consumer right protection according to its competence.

11. To carry out international cooperation in consumer right protection.

Article 76. Responsibilities of ministries and ministerial-level agencies

1. To carry out the responsibilities specified in Clauses 1, 2, 3, 5, 6, 10 and 11 Article 75 of this Law in the fields under their management; coordinate with the Ministry of Industry and Trade to perform the responsibilities specified in Clauses 4 and 9 Article 75 of this Law.

2. To assume the prime responsibility for and coordinate with the Ministry of Industry and Trade in, developing and implementing activities of consumer right protection according to their competence in the fields under their management.

Article 77. Responsibilities of People's Committees at all levels

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1. Responsibilities of provincial-level People's Committees:

a) To carry out the responsibilities specified in Clauses 1, 2, 3, 5, 6, 9, 10 and 11 Article 75 of this Law according to their competence in the localities; coordinate with the Ministry of Industry and Trade to perform the responsibilities specified in Clause 4 Article 75 of this Law;

b) To promulgate regulations on coordination in state management on consumer right protection, receipt and settlement of reports, requests and complaints by consumers at the localities;

c) To provide professional guidance in order that district-level state management agencies in charge of consumer right protection implement contents relating to consumer right protection;

d) To participate in international cooperation in consumer right protection according to assignment, decentralization or international cooperation with localities of countries sharing borders in accordance with laws.

2. Responsibilities of district-level People's Committees:

a) To carry out the responsibilities specified in Clause 10 Article 75 of this Law according to their competence in localities;

b) To disseminate, popularize and educate knowledge and law on consumer right protection; provide counsel and support, raise the awareness of consumer right protection in the localities;

c) To inspect operation of social organizations participating in consumer right protection under their management in localities;

d) To manage according to their competence the markets and commercial centers in the localities to protect consumer rights when consumers buy or use products, goods or services at these locations;

dd) To provide professional guidance for commune-level People's Committees to take necessary measures to protect consumer rights in case consumers buy and use products, goods and services of persons carrying out commercial activities outside markets and trade centers;

e) To report on results of state management on consumer right protection in the localities periodically or at the request of a competent state agency at a higher level;

g) To promulgate regulations on coordination in state management of consumer right protection at district-level state agencies.

3. Responsibilities of commune-level People's Committees:

a) To carry out the responsibilities specified in Point b Clause 2 of this Article at the localities;

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b) To examine activities of market management units and operators of markets in their localities in implementing consumer right protection contents in the rules of markets in accordance with laws. In case there is no market management unit or market operator, commune-level People's Committees shall take measures to protect consumer rights within markets;

c) To manage and inspect activities of persons engaged in independent and regular commercial activities not subject to business registration in their communes who operate outside markets and trade centers in order to protect consumer rights;

d) To receive notices from organizations conducting goods sale at locations other than regular business locations, inspect and monitor such sale in accordance with this Law;

dd) To handle violations of regulations on consumer right protection according to their competence and under laws;

e) To mobilize and encourage individuals to carry out commercial activities in markets and trade centers; to create conditions for individuals to carry out business activities within markets.

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Chapter VII
IMPLEMENTATION PROVISIONS

Article 78. Amending and supplementing a number of articles of the Civil Procedure Code No. 92/2015/QH13, which is amended and supplemented by the Code No. 45/2019/QH14, Law No. 59/2020/QH14 and Law No. 13/2022/QH15

1. To amend and supplement Point b Clause 3 Article 191 as follows:

"b) To accept the case according to general procedures or according to summary procedures if it is eligible for settlement according to summary procedures as prescribed in Clause 1 or Clause 5 Article 317 of this Code;".

2. To amend and supplement a number of clauses of Article 317 as follows:

a) To amend and supplement the first paragraph of Clause 1 as follows:

"1. Except for cases specified in Clause 5 of this Article, the court shall settle a case according to summary procedures when the following conditions are fully met:";

b) To add Clause 5 after Clause 4 as follows:

"5. Conditions for application of summary procedures in settlement of civil cases on consumer right protection with transaction value of less than VND 100

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million shall comply with Clause 2 Article 70 of Law on Protection of Consumer Rights.”.

Article 79. Effect

1. This Law takes effect on July 01, 2024.

2. The Law No. 59/2010/QH12 on Protection of Consumer Rights, which is amended and supplemented by the Law No. 35/2018/QH14 shall cease to be effective from the effective date of this Law, except for cases specified at Point a Clause 1 and Clause 2 Article 80 of this Law.

Article 80. Transitional provisions

1. For transactions between traders and consumers established before the effective date of this Law, the application of law shall be carried out as follows:

a) Transactions between traders and consumers which have not been implemented and have contents and forms other than those specified in this Law shall continue to be performed in accordance with the Law No. 59/2010/QH12 on Protection of Consumer Rights, which is amended and supplemented by the Law No. 35/2018/QH14. If the parties reach an agreement on amendment and supplementation of contents and forms of transactions, such agreed contents must conform with this Law and this Law must apply from the effective date of this Law.

Transactions between traders and consumers being performed with contents and forms other than those specified in this Law shall apply the Law No. 59/2010/QH12 on Protection of Consumer Rights, which is amended and supplemented by the Law No. 35/2018/QH14;

b) Transactions between traders and consumers which have not been performed or are being performed and have contents and forms conformable with those prescribed by this Law, this Law shall apply.

2. For model contracts and general transaction conditions that have been publicized and applied to the customers before the effective date of this Law, the application of law shall be carried out as follows:

a) For model contracts and general transaction conditions other than those subject to registration under laws, the traders must complete the amendment and supplementation of contents and forms of their model contracts, general transaction conditions and publicize them, ensuring the compliance with this Law before December 31, 2024;

b) For model contracts and general transaction conditions subject to registration under laws at the effective date of this Law, the traders must complete the registration of their model contracts, general transaction conditions in conformity with this Law before December 31, 2024.

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This Law was adopted on June 20, 2023, by the XVth National Assembly of the Socialist Republic of Vietnam at its 5th session.

CHAIRMAN OF THE NATIONAL ASSEMBLY

Vuong Dinh Hue

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