



15 October 2025

First Implementation Report (July – December 2024)

Consumer Protection Pledge – Digital Consumer Rights Commitments

The “Digital Consumer Rights Commitments” are part of the “[Consumer Protection Pledge](#)”, signed by global and European online marketplaces and facilitated by the European Commission. They are voluntary commitments of the signatories – Allegro, AliExpress, Amazon, bol, Cdiscount, eBay, EMAG, Etsy, Joom, Miravia, Rakuten France, and Trendyol¹ - to enhance the protection of EU consumers.

The present First Report compiled by DG Justice and Consumers (DG JUST) is based on the signatories’ contributions. It outlines their reported implementation measures during the first reporting period from July to December 2024.

Signatories were asked to report on the measures to implement the commitments, to assess the extent to which each of the commitments has been implemented and to provide substantiating data where possible.

All reports by signatories were received by DG JUST in time. However, in this very first reporting cycle, the level of detail in the information was very divergent. Many signatories did not report in a comprehensive manner on all commitments. The present summary report therefore necessarily contains some gaps. The lack of complete information regarding the implementation of certain commitments should not be necessarily interpreted as lack of compliance with those commitments. Based on the experience with this first reporting, DG JUST and the signatories will discuss clearer minimum standards for the next report expected in 2026 and covering the whole year 2025.

This summary report does not contain any names of signatories or information that would be attributable to a specific signatory; however, some best practice examples are illustrated with screenshots of the online interfaces as provided by the signatories, which may allow for their identification.

¹ Miravia and Trendyol signed the Consumer Protection Pledge on 20 May 2025 and did not take part in this first reporting exercise regarding July – December 2024.



Commitment 1: Measures to facilitate the exercise of certain EU consumer rights

1.1. *Providing consumers with a simple, transparent and easily accessible online functionality to exercise their right of withdrawal and, where applicable, contract cancellation, in respect of:*

- *consumers' contracts with the marketplace, and*
- *consumer's contracts with the sellers when the marketplace provides the online interface for exercising these rights.*

1.2. *Where the marketplace deploys automated systems (bots) for answering consumers' queries, offering consumers a means of communication with human interaction, in respect of:*

- *consumers' contracts with the marketplace, and*
- *consumer's contracts with the sellers for which the marketplace manages customer relations.*

Such means should be easily accessible on consumer's request in the languages of the marketplaces' online interface.

In relation to consumer-friendly functionalities to exercise the **right of withdrawal** and **contract cancellation**, most marketplaces explained that they facilitate this right by informing about the option in the order confirmation and providing means to exercise these

Abonnement Doorlopend abonnement

> Abonnement stopzetten

Mijn Select & Kobo Plus

Weet je zeker dat je al de voordelen van Select wilt verliezen?

- ✓ Geen extra verzendkosten meer, ook niet bij onze betaalde bezorgopties
- ✓ Retourneren zonder uit huis te gaan met de exclusieve retour-ophaalservice
- ✓ Exclusieve korting op de populairste artikelen voor Select-leden

Select behouden

Definitief opzeggen

rights on the website, often in the user account page. Information about the right of withdrawal and the cancellation right is usually provided as well, often in the help pages and in some cases

on a dedicated window on key consumer rights on each product page or on the user account page.

One signatory provided no information and one other provided information that suggests that information about the exercise of these rights is only contained in the order confirmation.



All signatories who reported on this commitment indicated that they offer the possibility of **human intervention** in addition to bots (where they are employed).

Two signatories provided no information regarding this commitment.

Quantitative data from one signatory shows that while 50.15% (1,228,660) of customer inquiries were handled by a human advisor, 32.95% (807,232) were handled by an automated system and only 16.90% (414,018) were handled by the combined help of a bot and human advisor. According to another signatory, 99.05% of the customer support activity involves human action, with 94% of customers' requests leading to human interaction during case handling.

The screenshot shows the 'Contact' page of Allegro. It includes a 'Hello,' greeting, a 'How can we help you?' section with a contact topic dropdown (set to 'I am a buyer > Purchase > How to buy'), a 'Your query' field (containing 'I want to cancel'), and a 'Your e-mail' field (containing 'annamaur68@gmail.com'). Below this is a 'GO BACK TO EDITING' link. The 'Select form of contact' section offers three options: 'Request a phone call' (selected), 'Send via email', and 'Ask the consultant on chat'. A 'CANCEL' link is at the bottom left, and a 'REQUEST A CALL' button is at the bottom right. On the right side, there is a 'Frequently asked questions' section with a list of topics and a 'MORE IN ALLEGRO HELP CENTER' link, and an 'Ask the Allegro Community' section with a link to 'ASK THE COMMUNITY'.

Those signatories that reported on these commitments seem to overall adhere to them. Those few signatories that did not report on full compliance or did not report at all on these commitments should implement the agreed measures without delay.

Commitment 2: Measures to make consumer reviews more transparent and reliable

2.1. *Setting clear and easily accessible marketplace's consumer review policy for sellers. The policy shall in particular:*

- *Prohibit posting, commissioning and coordinating fake reviews;*
- *Prohibit unduly interfering with the consumers to get them to change the content or remove their reviews;*
- *Provide for the removal of reviews infringing the marketplace's consumer review policy;*
- *Set sanctions for sellers infringing the marketplaces' consumer review policy.*

2.2. *Setting clear and easily accessible marketplace's consumer review policy for reviewers. The policy shall in particular:*

- *Prohibit posting, commissioning and coordinating fake reviews;*
- *Require disclosure of the fact that the review is incentivised if the marketplace permits incentivised reviews;*
- *Provide for the removal of reviews infringing the marketplace's consumer review policy.*

2.3. *Inviting consumers to provide reviews independently of whether they are more or less likely to leave a positive review.*



2.4. *Publishing all reviews, subject to the marketplace's consumer review policies, requirements on the prevention and removal of illegal content, and interface design.*

2.5. *Enabling consumers to easily access published consumer reviews pertaining to the product or, where applicable, trader concerned.*

2.6. *Subject to the marketplace's consumer review policy and the requirements regarding illegal content:*

- *allowing reviews only by consumers who are registered users of the marketplace and have actually bought the product concerned on the marketplace; or*
- *Allowing also reviews by other registered users of the marketplace reflecting their actual experience with the product in question. Such reviews shall be clearly distinguished from the reviews posted by consumers who have actually bought the product concerned on the marketplace. They shall be presented as non-verified consumer reviews unless the marketplace takes reasonable and proportionate measures to continuously prevent and remove fake reviews.*

2.7. *Where applicable, clearly presenting for users as incentivised those reviews that:*

- *the reviewer has identified as reviews incentivised by a seller or another trader when posting it; or*
- *the marketplace itself has incentivised by inviting selected reviewers to post reviews against remuneration.*

2.8. *Where applicable, providing a clear and easily accessible notice for users when the marketplace rewards all reviewers:*

- *for all posted reviews;*
- *for all reviews posted up to a defined limit of reviews per reviewer, or*
- *for all reviews posted containing reviewer's uploaded audio-visual content about the product reviewed.*

Most signatories referred to their policies applicable to reviews, which often cover a certain part of the commitments, but not all. Some signatories provided information that shows their practices are not in line with the agreed commitments.

Most signatories reported that only those who bought the product on their platforms can **post reviews about it**. One signatory reported that all customers can post reviews, without other requirements, and without marking posts written by customers who may not have purchased that product. All signatories that provided information stressed that review **policies** are in place and violations are **penalised**, in particular by removing reviews. One signatory does not check the content of the reviews before posting and also has a very low removal rate.

Three signatories indicated that they are **incentivising reviews**, but not all provided details on their system for incentivising. On one platform, reviewers are rewarded with a platform-specific currency for any review posted that can then be traded for price reductions. Another platform provides vouchers that can be used by reviewers to buy specific products about



which they are then asked to write a review. Such reviews are indicated as being published as part of a review incentive programme.

Two signatories purchase reviews and product tests from other sites and display them together with the other reviews, while indicating their origin.

Several, but not all, signatories reported experiencing problems with **review brokers**.

Two signatories provided no information about their measures to implement the commitments, but only provided data about removed reviews.

All signatories provided data on removed reviews. Signatories indicate that between 0.03% and 11.3% of reviews were removed for violation of review policies.

Not all signatories provided complete and substantive information on the commitments regarding reviews. Several reports lacked details, others just referred to information on their website without providing substantive information, which does not allow to assess their compliance. Those six signatories that reported in detail seem to mostly adhere to the commitments.

Commitment 3: Measures to promote transparent influencer marketing

Without prejudice to the applicable rules on the removal of illegal content, where the marketplace cooperates with influencers to promote its products and services (including the use of storefronts, paid posts, affiliate links or any other forms of content) against any form of consideration with an asset value, including an explicit requirement for influencers to ensure the disclosure of commercial communications in a clear, concise and unambiguous manner and in real time, as applicable, in:

- *the marketplace's service contracts with the influencers; or*
- *the marketplace's service contracts with agencies that engage influencers on the marketplace's behalf.*

Many signatories reported that they now explicitly include in their agreements with influencers or their agencies the obligation to disclose and label commercial content on social media. One signatory also referred to their own targeted influencer marketing guidelines, outlining the relevant obligations and disclosure requirements that influencers engaging with the platform must comply with. Another signatory explained that it follows the guidelines provided by the national regulatory authority, and a third signatory referred to the legal obligations in its country of establishment.



Two signatories explicitly stated that the commitments lead them to improve their influencer policies. One decided to only cooperate with influencers certified by a trade authority since 1 January 2025 (while supporting influencers in that process) and another started including standard terms in their contracts from July 2024 requiring influencers to provide clear, concise and unambiguous information to consumers about the commercial intent of their communications.

One signatory did not provide any information.

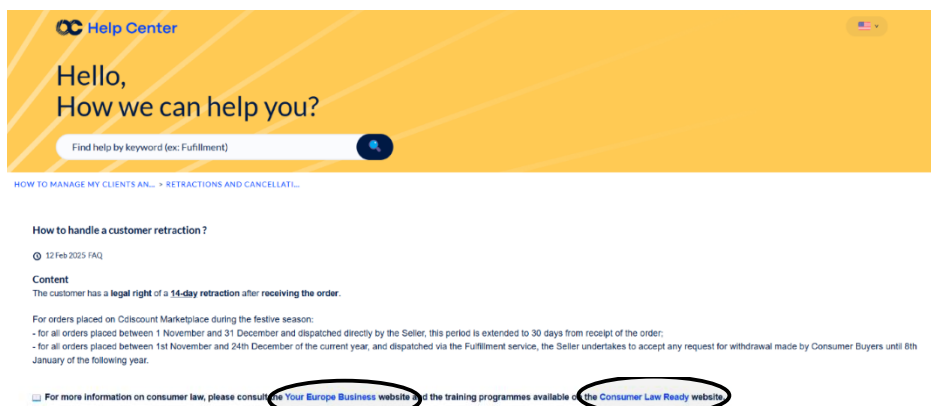
Nearly all signatories provided information indicating that they comply with the commitments on transparency of influencer marketing. A few indicated that they had upgraded their influencer policies following the pledge commitments.

Commitment 4: Measures to inform and train the sellers on EU consumer protection law

4.1. *Developing and promoting educational activities on consumer law for sellers or making available educational material in the sellers' section of the marketplace. Educational material can be self-devised or based on existing national or EU material, such as that available at ConsumerLawReady.eu.*

4.2. *Making available to sellers or linking to available reliable information on consumer rights, such as that provided by Member States' authorities or "Your Europe Business" website.*

4.3. *Including an explicit requirement for sellers to comply with EU consumer law in the marketplace's service contracts with the sellers.*



All signatories provide information and/or training opportunities for their sellers on their legal obligations. The offers are diverse, from newsletters and links to available



content (at least three signatories provide links to ‘Consumer Law Ready’ and ‘Your Europe’), to training courses, workshops and self-certification. The reported training offer is wider for the bigger marketplaces, but also smaller marketplaces show some best practice examples, such as reminders of legal obligations as part of the onboarding process for traders.

Nearly all signatories explicitly referred to the available information on consumer law, and at least four signatories have increased the available information on consumer law and their communication activities after subscribing to the commitments.

Most signatories reported that they require adherence to the applicable legislation in general from their sellers, while some also referred to EU consumer law specifically.

Nearly all signatories comply with the requirement to provide information and/or training to their sellers and require adherence to applicable law in their contracts with sellers. EU consumer law could be more explicitly singled out, however, in the information offer and in the contracts.

The results of this first reporting exercise covering the initial implementation period of the commitments show that many signatories comply with them to a significant extent, contributing to better consumer protection. Several signatories reported having made concrete efforts to improve their practices during the reporting period because of the Pledge. The most challenging element of the commitments appears consumer reviews where many reports lacked details and did not cover their full scope. The priority for the forthcoming implementation period is to continue monitoring the situation and inviting companies to continue contributing to these voluntary “Digital Consumer Rights Commitments”.