

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

NINETEETH CONGRESS
First Regular Session

HOUSE BILL NO. 779



Introduced by Representative Rex Gatchalian

AN ACT
PROVIDING PROTECTION TO CONSUMERS AND MERCHANTS ENGAGED IN
INTERNET TRANSACTIONS, CREATING FOR THE PURPOSE THE ELECTRONIC
COMMERCE BUREAU, AND APPROPRIATING FUNDS THEREFOR

EXPLANATORY NOTE

This bill was passed on 3rd reading, transmitted to the Senate during the 18th Congress and is now being refiled because there is no denying that eCommerce has radically changed the way we live our lives. Whether as a consumer or seller, technology and the internet has dramatically transformed the way business is conducted. The rise of digital technology saw the emergence of mobile networks and rapid advancement in computer technologies. As Bill Gates said, "*[digital technology] is the center of attention for businesses, governments and individuals around the world. It has spawned entirely new industries, transformed existing ones, and become a global cultural phenomenon.*"

From the buyer's perspective, eCommerce is faster, cheaper and more convenient. Consumers are presented with a variety of options to meet their every need with a tap of a finger. eCommerce provides the consumers with time-saving options and access to swift delivery of goods and services. Finally, it presents value for money largely because from the seller's perspective, set-up costs are lower and operating costs are kept at a minimum. It has been said that from an enterprise's perspective, eCommerce is the great equalizer, because MSME's gain access to the same markets at low costs. Furthermore, the importance of eCommerce platforms in the ecosystem has become integral as they are able to aggregate multiple transactions. They play a key role in balancing the needs of consumers and sellers by facilitating fair and efficient trade between these two players.

Undeniably, technology has revolutionized our conventional way of buying and selling in ways unimaginable to those that have come before us. However, because ecommerce is such a revolutionary concept and is still in its nascent stage, our existing rules and regulations are inadequate to address the challenges that this technology poses. Additionally, Philippine MSMEs lag behind the adoption of eCommerce because enterprises either find using digital technology platforms and tools too difficult, or are unaware of the benefits they offer. The Philippines also lacks policies and regulations that will facilitate online transactions and cross-border trade processes.

This bill seeks to fill in the gap in our regulations and so that we can protect consumers just like how we are able to do so for brick-and-mortar enterprises. This bill also seeks to culture an environment founded on trust among consumers and merchants, as a means to increase the number of eCommerce participants, and ultimately achieve sustainable growth. This bill will address the need to establish a singular office that: (1) will be given the responsibility to carry out provisions of this bill; (2) will ensure the implementation of Republic Act. No. 8792 or the Electronic Commerce Act of 2000; and (3) will be the focal point in the monitoring and implementation of the Philippine eCommerce roadmap.

In view of the foregoing, approval of this bill is earnestly sought.



HON. REX GATCHALIAN
Representative
1st District, Valenzuela City

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Be it enacted by the Senate and the House of Representatives of the Philippines in Congress assembled:

CHAPTER 1

GENERAL PROVISIONS

SECTION 1. *Short Title.* – This Act shall be known as the “*Internet Transactions Act*”.

SEC. 2. *Declaration of Policy.* – It is the policy of the State to promote and maintain a robust electronic commerce (eCommerce) environment in the country by building trust between online merchants and consumers. The State recognizes the value and potential of the digital economy to increase competition and improve productivity, thus the need to establish secure and reliable eCommerce platforms where goods and services are transacted online with appropriate transparency and utmost efficiency to encourage the creation of new products, services, business models and processes. Towards these ends, the State shall ensure an effective regulation of commercial activities through the internet or electronic means to ensure that consumer rights and data privacy are protected, innovation is encouraged, fair advertising practices and competition are promoted, online transactions are secured, intellectual property rights are respected, and where product standards and safety are observed.

SEC. 3. Definition of Terms. – As used in this Act:

- (a) *Business to business transaction* refers to internet transactions conducted over marketplaces that facilitate business to business electronic sales of new and used merchandise using the internet;
- (b) *Business to consumer transaction* refers to the process of selling products and services by businesses to consumers who are end-users, generally for a profit;
- (c) *Compatibility* refers to the ability of the digital content or digital service to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service;
- (d) *Consumer* refers to a person who is a purchaser, lessee, recipient or prospective purchaser, lessor or recipient of consumer products, services, credit, technology, advertising or promotion, and other items in eCommerce;
- (e) *Consumer-to-consumer transactions (C2Cs)* refer to one-off, petty, or occasional low-value transactions of an individual or group of individuals to another that are not made in the ordinary course of business of any party to the transaction;
- (f) *Digital content* refers to data which are produced and supplied in electronic form;
- (g) *Digital service* refers to a service that allows the consumer to create, process, store or access data in electronic form or allows the sharing of or any other interaction with data in electronic form uploaded or created by the consumer or other users of that service;
- (h) *Digital financial services* refer to services of a financial nature that are made available to the public through the internet, including banking services, insurance and insurance-related services, payment and

1 money transmission services, including remittance services, online
2 lending services, online investment services, and other similar or
3 related services;

4
5 (i) *Electronic commerce* or *eCommerce* refers to the production,
6 distribution, marketing, sale, or delivery of goods and services by
7 electronic means;

8
9 (j) *eCommerce platform operator* refers to a natural or juridical person that
10 solicits the purchase of goods and services through digital platforms
11 and marketplaces whose business is to connect consumers and online
12 merchants, facilitating sales of products, goods or services through the
13 internet with the presence and use of monetary transactions. These
14 shall include social media websites and any other similar platforms in
15 so far that it is used for business;

16
17 (k) *Functionality* refers to the ability of the digital content or digital service
18 to perform its functions according to its purpose;

19
20 (l) *Goods* refer to physically or digitally produced items over which
21 ownership rights may be established and whose economic ownership
22 may be passed from one institutional unit to another by engaging in
23 transactions;

24
25 (m) *Internet access and service provider* refer to an entity that provides
26 households, businesses, and government access to the internet
27 through the physical transport infrastructure;

28 (n) *Internet retailing of consumer goods* refers to engaging in any
29 eCommerce activity other than online travel services, online media,
30 ride hailing services, and digital financial services;

31
32 (o) *Internet transaction* refers to the sale or purchase of goods or services,
33 whether between businesses, households, individuals, governments,
34 and other public or private organizations, conducted over the internet.
35 At least one point of these transactions is conducted over the internet

1 but the payment and ultimate delivery of the goods or service may be
2 conducted on or offline;

3
4 (p) *Interoperability* refers to the ability of the digital content or digital
5 service to function with hardware or software different from those with
6 which digital content or digital services of the same type are normally
7 used;

8
9 (q) *Online merchant* refers to a natural or juridical person, regardless of
10 location, that directly sells, manufactures goods, or offers for sale, any
11 good or service, either individually or through a platform, in the
12 ordinary course of business, over the internet, through a website, an
13 online marketplace, a social media website or application or through
14 other similar means;

15
16 (r) *Online media* refers to online media products or services pertaining to
17 advertising, gaming, subscription music, and video on demand,
18 available through an online platform, application, website, webpage,
19 social media account, or other similar platforms operated by the
20 provider, regardless of whether the provider is authorized to engage in
21 eCommerce;

22
23 (s) *Online travel services* refer to services that facilitate the reservation,
24 purchase or discounting of flights, hotel accommodations, and
25 vacation rental spaces, through an online platform, application,
26 website, webpage, social media account, or other similar platform
27 operated by the provider, regardless of whether the provider is
28 authorized to engage in eCommerce in the Philippines;

29
30 (t) *Price* refers to money or a digital representation of value that is due in
31 exchange for the supply of goods, services, digital content, or digital
32 service;

33
34 (u) *Producer* refers to the manufacturer or importer of goods, or any person
35 purporting to be a manufacturer who places its name, trademark, or
36 other distinctive sign on goods;

(v) *Repair* refers to bringing defective goods into conformity with the contract;

(w) *Ride hailing service* refers to the delivery of food, goods or other merchandise, or of personal transport services, contracted through an online platform, application, website, webpage, social media account, or other similar platform operated by the provider, regardless of whether the provider is authorized to engage in eCommerce in the Philippines;

(x) *Ride hailing service partner* refers to third-parties who offer their services to transport or deliver food, parcels or any other item, on behalf of ride hailing service providers;

(y) *Ride hailing service provider* refers to those, who in the ordinary course of trade or business, provide for or facilitate ride hailing services; and

SEC. 4. Scope and Coverage. - Unless otherwise specified, this Act shall apply to any stage of all business-to-business and business-to-consumer eCommerce and internet transactions including those related to the following activities:

- (a) Internet retail of consumer goods and services;
- (b) Online travel services;
- (c) Online media providers;
- (d) Ride hailing services; and
- (e) Digital financial services.

Consumer-to-consumer transactions shall be exempt from the operation of this Act, without prejudice to the application of other laws.

Unless expressly specified, nothing in this Act shall be construed as to diminish or deprive the regulatory jurisdiction conferred by law upon other government agencies with respect to regulated services that fall within the scope of eCommerce.

1
2 **SEC. 5. *Extra-territorial Application.*** – A person engaging in eCommerce
3 who purposefully avails of the Philippine market shall be deemed as doing business
4 in the Philippines and be subject to applicable Philippine laws and regulations,
5 including this Act. One who purposely avails of the Philippine market without
6 establishing any real or legal presence in the Philippines shall be required to notify
7 the eCommerce Bureau created under Section 7 of this Act for inclusion in the
8 Registry of Online Business established under Section 11 of this Act, or may
9 designate a resident agent who shall be authorized to receive on their behalf notices
10 or processes in any legal proceeding in the Philippines. The accessibility of goods and
11 services to consumers in the Philippines shall be considered in ascertaining whether
12 one engaged in eCommerce is purposefully availing the Philippine market.
13

14 **SEC. 6. *Equal Treatment of Online and Offline Commercial Activities.***
15 – Unless otherwise specified, this Act shall be construed to ensure that those who
16 engage in eCommerce may not enjoy any benefit that is more favorable, nor be placed
17 at a disadvantage, in relation to other enterprises that offer goods and services offline
18 in the Philippines.
19

20 **CHAPTER 2**
21 **ECOMMERCE BUREAU**

22 **SEC. 7. *Creation of the eCommerce Bureau.*** – To ensure the attainment
23 of the objectives of this Act and promote the growth of eCommerce, there is hereby
24 created an eCommerce Bureau under the Department of Trade and Industry (DTI),
25 hereinafter referred to as the Bureau, which shall be organized within six (6) months
26 after the effectivity of this Act. The Bureau shall have the following powers and
27 functions:
28

- 29 (a) Implement, monitor, and ensure strict compliance by eCommerce
30 stakeholders of the provisions of this Act;
31
32 (b) Build trust between consumers and sellers by requiring eCommerce
33 platform operators, online merchants, or any other entity who engages
34 in eCommerce to notify or register their business with the Bureau;
35

- 1 (c) Formulate policies, plans and programs to ensure the robust and
2 dynamic development of eCommerce;
3
- 4 (d) Identify regulatory gaps affecting the eCommerce sector that are not
5 sufficiently addressed by this Act or by existing laws or regulations, and
6 recommend appropriate executive or legislative measures, including
7 those that can be undertaken by the DTI on its own, that fosters the
8 growth of the sector;
9
- 10 (e) Act as a virtual central unit tasked to receive and address consumer
11 complaints on internet transactions, facilitate the speedy resolution of
12 consumer complaints by the respective government agency which has
13 jurisdiction over it, and track complaints referred to or initiated by it to
14 ensure the speedy and appropriate action by the agency to which such
15 matters have been referred to;
16
- 17 (f) Coordinate with, compel or petition whenever appropriate, any entity,
18 government agency or instrumentality to take action on any matter that
19 may impede eCommerce;
20
- 21 (g) Investigate, *motu proprio*, and file the appropriate cases for violations of
22 any provision of this Act;
23
- 24 (h) Intervene or participate, in a manner as may be appropriate, in cases
25 initiated or pending with other regulatory agencies involving
26 eCommerce or violations of any provision of this Act;
27
- 28 (i) Monitor internet transactions and undertake consultation with
29 stakeholders and affected agencies for the purpose of understanding
30 market behavior in order to update policies relevant to online
31 transactions;
32
- 33 (j) Monitor the compliance of other government agencies or
34 instrumentalities on their compliance to the provisions of this Act and
35 the eCommerce roadmap;
36

- 1 (k) Collect, compile, analyze, abstract, and publish eCommerce data for
2 policy formulation and program development;
3
4 (l) Prepare and conduct periodic studies on eCommerce;
5
6 (m) Collaborate with departments of the National Government including
7 local government units and government-owned or controlled
8 corporations in implementing programs to promote eCommerce,
9 including information, education, and campaign, as well as in
10 ensuring a policy regime that is proactive; and
11
12 (n) Ensure that those who engage in eCommerce may not enjoy any benefit
13 that is more favorable, nor be placed at a disadvantage, in relation to
14 other enterprises that offer goods and services offline in the
15 Philippines.
16

17 In the exercise of the above-stated functions, the Bureau, in coordination with
18 other government agencies, may convene public consultations or inter-agency
19 meetings to ensure multi-stakeholder input in the development of eCommerce
20 policies.
21

22 Government agencies and instrumentalities involved in the maintenance and
23 development of the internet infrastructure of the Philippines, such as the Department
24 of Information and Communications Technology (DICT), and the National
25 Telecommunications Commission (NTC), shall cooperate with the Bureau on issues
26 within their respective regulatory jurisdiction that affect the conduct of eCommerce.
27

28 **SEC. 8. Composition of the Bureau.** – The Bureau shall be headed by a
29 Director to be appointed by the President of the Philippines, as recommended by the
30 Secretary of Trade and Industry.
31

32 The Director shall oversee the day-to-day operations of the Bureau and shall
33 be assisted by three (3) Assistant Directors each for policy and administration,
34 enforcement, and operations.
35

1 The Secretary of Trade and Industry shall determine the organizational
2 structure and staffing pattern of the Bureau, subject to the approval of the Secretary
3 of Budget and Management.
4

5 **SEC. 9. Subpoena** - In the exercise of its powers under this Act, the Director
6 of the Bureau shall have the power to issue summons, *subpoena ad testificandum*
7 and *subpoena duces tecum* to alleged violators or witnesses to compel their
8 attendance and the production of documents in investigations or proceedings before
9 the Bureau.
10

11 The failure to comply with a *subpoena ad testificandum* or *subpoena duces*
12 *tecum* shall authorize the filing of a case for indirect contempt under the Rules of
13 Court with the Regional Trial Court. A certification duly issued by the Bureau that a
14 respondent to the *subpoena ad testificandum* or *subpoena duces tecum* refused to
15 comply with the same, despite due notice, shall be sufficient evidence to authorize
16 the Regional Trial Court to cite the respondent for contempt. The Regional Trial Court
17 shall likewise have the authority to issue any such order or relief, including
18 imprisonment, in order to compel compliance with the *subpoena ad testificandum* or
19 *subpoena duces tecum*. The Regional Trial Court may, in addition, also issue a
20 *subpoena ad testificandum* or *subpoena duces tecum* addressed to the respondents
21 identical to the one subject of the complaint.
22

23 **SEC. 10. Authority to Promulgate Rules and Regulations.** - As the focal
24 authority of the National Government for the development of policies and strategies
25 towards the growth of eCommerce, the Bureau shall have the authority to promulgate
26 rules and regulations covering areas or activities concerning eCommerce and to
27 impose fines to compel compliance with such rules. The grant of this rule-making
28 authority to the Bureau shall be ancillary to any duly constituted regulatory
29 jurisdiction granted or that may be granted to other government agencies by law,
30 including Executive Order No. 292, otherwise known as “the Administrative Code of
31 1987”, Republic Act No. 7394, as amended, otherwise known as the “Consumer Act
32 of the Philippines”, Republic Act No. 7653, as amended, otherwise known as “The
33 New Central Bank Act”, Republic Act No. 8293, as amended, otherwise known as the
34 “Intellectual Property Code of the Philippines”, Republic Act No. 8799, otherwise
35 known as the “Securities Regulation Code”, Republic Act No. 9239, otherwise known
36 as the “Optical Media Act of 2003”, Republic Act No. 9593, otherwise known as the

1 “Tourism Act of 2009”, Republic Act No. 10173, otherwise known as the “Data Privacy
2 Act of 2012”, Republic Act No. 10667, otherwise known as the “Philippine
3 Competition Act”, Republic Act No. 11127, otherwise known as the “National
4 Payment Systems Act”, and Republic Act No. 11232, otherwise known as the “Revised
5 Corporation Code.”

6
7 The Bureau shall defer the exercise of rule-making power to the above-listed
8 government agencies conferred by law with regulatory jurisdictions over eCommerce
9 providers or platforms, unless the other agency declines to exercise its jurisdiction
10 or does not act within a timely manner.

11
12 **SEC. 11. *Registry of Online Business (ROB).*** – Within a period of one (1)
13 year from the effectivity of this Act, the Bureau shall, in coordination with the DICT,
14 establish, manage and maintain a ROB which shall provide consumers access to
15 data and information of registered online business entities for purposes of verifying
16 the validity, existence of and other relevant information pertaining to business
17 entities.

18
19 The DICT, in consultation with the DTI, National Privacy Commission (NPC),
20 the Philippine Competition Commission (PCC) and other concerned agencies, shall
21 issue the rules and regulations to govern the development, management, operation,
22 and maintenance of the ROB.

23 24 **CHAPTER 3** 25 **SUPERVISION OF ECOMMERCE** 26

27 **SEC. 12. *Authority to Issue Take Down Order.*** – The Secretary of Trade
28 and Industry, upon due notice and hearing regarding violations of this Act, the
29 Consumer Act of the Philippines, or any other related trade or consumer laws,
30 operating to the grave and irreparable prejudice of a consumer or a rights holder,
31 shall have the power to issue an order directing that a website, webpage, online
32 application, social media account, or other similar platform, be taken down, made
33 inaccessible in the Philippines, or that no entity shall process any payment to any of
34 those entities, or otherwise be rendered commercially inoperative, in order to abate
35 any further violations.

1 The said provisional take down order shall be directed against the owner or
2 operator of the website, webpage, online application, social media account, as well
3 as duly registered internet service providers, and payment gateways or channels.
4 Copies of the order shall likewise be served on other government agencies whose
5 cooperation would be required for the enforcement of the same.

6
7 The order shall remain in effect for a maximum period of thirty (30) days
8 unless otherwise extended or made permanent by a judicial order or decision.

9
10 **SEC. 13. Cease and Desist Order.** – The Secretary of Trade and Industry,
11 upon due notice and hearing, shall have the power to issue an order directing a
12 website, webpage, online application, social media account, or other similar platform
13 operating to the grave and irreparable prejudice of a consumer or a rights holder, to
14 desist from marketing or offering goods or services that are accessible in the
15 Philippines, and directing that no payment shall be made to any entity which is
16 marketing or offering such goods or services in violation of this Act, the Consumer
17 Act of the Philippines, or any other related trade or consumer laws.

18
19 The cease and desist order shall remain in effect for a maximum of thirty (30)
20 days unless otherwise extended or made permanent by a judicial order or decision.

21
22 **SEC. 14. Referral of Complaints.** – The Bureau shall refer any complaint it
23 receives involving violation of other laws committed in the course of eCommerce
24 activities to the appropriate regulatory authority for action. If the complaint or
25 violation pertains to the violation of the provisions of Republic Act No. 10175,
26 otherwise known as the “Cybercrime Prevention Act of 2012”, the matter shall be
27 referred to the Department of Justice (DOJ) for appropriate investigation. In cases
28 where appropriate, the DTI may itself initiate the formal complaint with the
29 appropriate regulatory authority or the DOJ. The Bureau shall track any such
30 complaint or referral made to other authorities and coordinate with them to ensure
31 that the said matters are duly resolved within a reasonable period.

32
33 **SEC. 15. Qualifications to Engage in eCommerce.** – The following are
34 presumed legally authorized to engage in eCommerce in the Philippines in the
35 ordinary course of their trade or business:

- 1 (a) An individual who is duly licensed to do business as a single-proprietor
2 with the DTI;
3
- 4 (b) A juridical entity that is duly registered with the Securities and
5 Exchange Commission (SEC), whether as a corporation, a one-person
6 corporation, or as a partnership;
7
- 8 (c) A cooperative that is duly licensed by the Cooperative Development
9 Authority (CDA);
10
- 11 (d) A foreign corporation that is duly licensed by the SEC to transact
12 business in the Philippines; and
13
- 14 (e) A non-resident foreign individual or juridical entity who has complied
15 with Section 5 of this Act.
16

17 A resident of the Philippines who engages, abets, or aids in unauthorized
18 eCommerce activities in the ordinary course of trade or business shall be subject to
19 any appropriate penalty as may be provided by law and shall in the same manner as
20 the party engaged in such unauthorized eCommerce activities.
21

22 A person who is authorized to engage in eCommerce in the Philippines and
23 who facilitates the sale of a digital product or service by one who is not so authorized
24 is deemed primarily liable for any obligation, damage, or fine, that may arise from
25 the transaction or from the digital product.
26

27 A non-resident of the Philippines who engages in eCommerce by purposefully
28 availing of the Philippine market may not evade legal liability in the Philippines by
29 virtue of non-residency or non-registration, and shall be subject to the same
30 obligations and liabilities arising from any transaction as those who are authorized
31 to engage in eCommerce in the Philippines.
32

33 **SEC. 16. *Business Registration.* –**
34

- 35 (a) To encourage the formation of business enterprises, the growth and
36 integrated development of the eCommerce market, and protection of

1 online consumers, all individuals engaged in eCommerce shall register
2 as a business either as a sole proprietor, one-person corporation,
3 partnership, corporation, or cooperative.
4

- 5 (b) Consistent with Republic Act No. 11032, otherwise known as the “Ease
6 of Doing Business and Efficient Government Service Delivery Act of
7 2018,” all national government agencies and local government units
8 (LGUs) shall make available online registration of business permits and
9 licenses particularly for those engaged in eCommerce.
10

- 11 (c) The SEC, LGUs, and the CDA shall submit to the Bureau an annual
12 list of registered enterprises for monitoring and for purposes of
13 maintaining a database of online merchants and eCommerce platform
14 operators.
15

16 **CHAPTER 4**
17 **CONSUMER RIGHTS AND OBLIGATIONS**
18 **INVOLVING INTERNET TRANSACTIONS**
19

20 **SEC. 17. Code of Conduct.** – To build trust in internet transactions and to
21 protect and uphold the interest of consumers at all times, all businesses engaged in
22 eCommerce are expected to act responsibly, consistent with the following principles:
23

- 24 (a) Consumers shall be treated with honesty, integrity, and fairness at all
25 times;
26
27 (b) The rights of consumers shall be applied equally;
28
29 (c) Business entities shall refrain from engaging in illegal, fraudulent,
30 unethical, or unfair business practices that harm consumers and shall
31 comply with applicable laws and regulations, especially the protection
32 of intellectual property rights;
33
34 (d) Accurate information about goods and services marketed and sold
35 online to Philippine consumers shall be given and made available to
36 consumers;

- 1
- 2 (e) Goods and services sold online must conform to Philippine regulatory
- 3 standards;
- 4
- 5 (f) The safety of goods and services marketed or sold online must not be
- 6 compromised and products that have been recalled in the offline retail
- 7 market must not be marketed or sold online;
- 8
- 9 (g) Goods and services must be easily accessible, accurately described,
- 10 and promoted through fair advertising and marketing practices;
- 11
- 12 (h) Consumers must be given the correct and complete information about
- 13 costs through a sales invoice or an official receipt detailing the
- 14 particular costs of the good or service purchased, including shipping or
- 15 delivery charges. Hidden charges or additional costs such as customs
- 16 duties or currency conversion charges must be avoided
- 17
- 18 (i) The tracking of deliveries must be provided as part of services of online
- 19 merchants or eCommerce platform operators and goods purchased
- 20 must be delivered within the promised time and in described condition
- 21 to the address provided by the consumer;
- 22
- 23 (j) A cancellation option must be provided wherein consumers are given
- 24 the opportunity to review their online purchases before finally
- 25 confirming their purchase or withdrawing from a confirmed transaction
- 26 in appropriate circumstances;
- 27
- 28 (k) Consumer complaints must be dealt with through fair, easy,
- 29 transparent and equitable mechanisms for consumer redress. If
- 30 warranted, compensation, refund, repair, and replacement should be
- 31 provided to the consumer;
- 32
- 33 (l) Data privacy laws and regulations, including Republic Act No. 10173,
- 34 otherwise known as the "Data Privacy Act of 2012," and other similar
- 35 laws and regulations shall be strictly complied with;
- 36

- 1 (m) The safety and security of online payments and sensitive data shall be
2 safeguarded through the use of secure technology and protocols
3 including those evidenced by visible trust certificates or any
4 appropriate similar certification as may emerge in the future;
5
- 6 (n) The transmission of unsolicited commercial email or bulk email, except
7 those subject to the control and discretion of the consumer through
8 readily accessible configurations that allow the consumer to choose
9 whether they wish to receive or opt-out from commercial messages by
10 email or electronic means, must be avoided;
11
- 12 (o) The production of fake online reviews or spreading wrong information
13 about competitors is improper and must be avoided;
14
- 15 (p) Consumers must be educated about the risks of transacting through
16 the internet and shall be provided competent and professional advice;
17 and
18
- 19 (q) Competing fairly with other businesses and adherence to competition
20 principles and all applicable competition laws and regulations,
21 including Republic Act No. 10667, otherwise known as the “Philippine
22 Competition Act”, shall ensure the robust development of eCommerce
23 and the economy.
24

25 Whenever appropriate, the DTI shall issue the corresponding rules and
26 regulations in accordance with international best practices.
27

28 **SEC. 18. *Obligations of eCommerce Platform Operators.*** – eCommerce
29 platform operators shall have the following obligations:
30

- 31 (a) Ensure that any commercial communication shall:
32
- 33 (1) Be clearly identifiable as a commercial communication;
34
- 35 (2) Clearly identify the person on whose behalf the commercial
36 communication is made;

- 1
- 2 (3) Clearly identify any promotional offer including any discount,
- 3 premium, or gift, and ensure that any conditions which must be
- 4 met to qualify for it is easily accessible, and presented clearly
- 5 and unambiguously; and
- 6
- 7 (4) Clearly identify any promotional competition or game and ensure
- 8 that any conditions for participation are easily accessible and
- 9 presented clearly and unambiguously;
- 10
- 11 (b) Require all online merchants, prior to the commencement of online
- 12 transactions to submit the following to eCommerce platform operators:
- 13 (1) Name of the online merchant;
- 14
- 15 (2) Registration documents of the online merchant from the
- 16 appropriate LGU, the DTI or SEC, and the Bureau of Internal
- 17 Revenue (BIR);
- 18
- 19 (3) Geographic address at which the online merchant may be served
- 20 summons or any other judicial processes in its name and behalf;
- 21
- 22 (4) Contact details of the online merchant, such as a mobile or
- 23 landline number, and a valid electronic mail address, which
- 24 makes it possible to immediately and easily contact and
- 25 communicate with the online merchant in a direct and effective
- 26 manner; and
- 27
- 28 (5) Details of any professional body or similar institution with which
- 29 the online merchant is registered, in instances when the online
- 30 merchant exercises a regulated profession;
- 31
- 32 (c) Maintain a file of all online merchants registered under their platform
- 33 containing the information provided by online merchants in paragraph
- 34 (b) of this Section;

(d) Publish at a conspicuous part on their website, webpage, social media account, or other similar platform, the following general information:

(1) Name of the online merchant;

(2) Registration documents of the online merchant from the appropriate LGU, the DTI or SEC, and the BIR;

(3) Geographic address at which the online merchant may be served summons or any other judicial processes in its name and behalf;

(4) Contact details of the online merchant, a mobile or landline number, or a valid electronic mail address, which makes it possible to immediately and easily contact and communicate with the online merchant and communicate in a direct and effective manner, unless the eCommerce online platform establishes means to facilitate communication between online merchants and consumers; and

(5) Details of any professional body or similar institution with which the online merchant is registered, in instances when the online merchant exercises a regulated profession;

(e) Submit to the Bureau a list of all online merchants registered under their platform. When an eCommerce platform operator discovers that an onboarded online merchant has not obtained registration documents from the relevant regulatory agency, it shall report such fact to the Bureau within fifteen (15) days from discovery thereof.

(f) Cooperate with regulators, in accordance with existing laws and regulations, in any investigation, or resolution of consumer complaints.

SEC. 19. Internet Transactions Involving Consumers. – An online merchant of goods shall exercise the following responsibilities:

1 (a) Deliver or cause the delivery of goods to the consumer, ensuring that
2 the following are complied with:

3
4 (1) The goods are of the description, type, quantity, and quality, and
5 possess the functionality, compatibility, interoperability and
6 other features, as required by the sales contract. The online
7 merchant must show a digital sample or model of the goods to
8 the consumer and the goods possess the quality of and
9 correspond to the description of the sample or model; possess
10 the qualities and performance features, including in relation to
11 functionality, compatibility, interoperability, accessibility,
12 continuity, and security, normal for digital content or digital
13 services of the same type and of which the consumer may
14 reasonably expect; fit for any particular purpose for which the
15 consumer requires them and which the consumer made known
16 to the online merchant at the time of the conclusion of the
17 contract, and which the online merchant has accepted; and
18 possess the qualities and performance capabilities indicated in
19 any pre-contractual statement which forms an integral part of
20 the contract.

21
22 (2) All goods shall:

23
24 (i) Be delivered along with the accessories including
25 packaging, installation instructions or other instruction
26 as the consumer may expect to receive; and

27
28 (ii) Possess qualities and performance capabilities which are
29 normal in goods of the same type and which the consumer
30 may expect given the nature of the goods and taking into
31 account any public statement made by or on behalf of the
32 online merchant or other persons in earlier links of the
33 chain of transactions, including the producer, unless the
34 online merchant shows that: the online merchant was
35 not, and could not reasonably have been aware of the
36 statement in question; by the time of conclusion of the

1 contract, the statement had been corrected; or the
2 decision to buy the goods could not have been influenced
3 by the statement.
4

5 (b) Be liable for any lack of conformity with the contract which exists at
6 the time when:
7

8 (1) The consumer or a person acting on behalf of the consumer has
9 acquired the physical possession of the goods, or when the goods
10 are handed over to the carrier chosen by the consumer, and that
11 carrier was not proffered by the online merchant or where the
12 online merchant proposes no means of carriage;
13

14 (2) The goods have been installed by the online merchant or under
15 the online merchant's responsibility. The time at which the
16 installation has been completed shall be considered the time
17 when the consumer acquires physical possession of the goods;
18

19 (3) The goods have been installed by the consumer in accordance
20 with the online merchant's installation instructions. The
21 expiration of a reasonable period for installation, which shall not
22 be more than thirty (30) days, shall be considered the time when
23 the consumer acquires the physical possession of the goods.
24

25 (4) The goods are incorrectly installed. Any lack of conformity
26 resulting from the correct installation is regarded as lack of
27 conformity with the contract of the goods if:

28 (i) The goods were installed by the online merchant or under
29 the online merchant's responsibility; and
30

31 (ii) The goods, intended to be installed by the consumer, were
32 installed by the consumer and the correct installation was
33 due to a shortcoming in the installation instructions.
34

1 (c) Where the contract provides that the digital content or digital service is
2 to be supplied or made accessible to the consumer over a period of time,
3 the online merchant may modify the digital content or digital service
4 beyond what is necessary to maintain the digital content or digital
5 service in conformity with the contract, if the following conditions are
6 met:

7
8 (1) The contract allows, and provides a valid reason for, such a
9 modification;

10
11 (2) Such a modification is made without additional cost to the
12 consumer; and

13
14 (3) The consumer is informed in a clear and comprehensible
15 manner of the modification.

16
17 (d) Where the online merchant operates its own website, webpage, social
18 media account, or any other similar platform, it shall publish on its
19 homepage the following:

20
21 (1) Name of the online merchant;

22
23 (2) Registration documents of the online the appropriate LGU, the
24 DTI or SEC, the BIR, and other appropriate regulatory
25 authorities;

26
27 (3) Geographic address at which the online merchant may be served
28 summons or any other judicial processes in its name and behalf;

29
30 (4) Contact details of the online merchant, a mobile or landline
31 number, and a valid electronic mail address, which makes it
32 possible to immediately and easily contact and communicate
33 with the online merchant and communicate in a direct and
34 effective manner; and
35

- 1 (5) Details of any professional body or similar institution with which
2 the online merchant is registered, in instances when the online
3 merchant exercises a regulated profession.
4

5 Any agreement is valid only if, at the time of the conclusion of the contract,
6 the consumer has knowledge of the specific condition of the goods and the consumer
7 has expressly accepted this specific condition when concluding the contract.
8

9 **SEC. 20. Right to Redress by Online Merchants.** – Where the online
10 merchant is liable to the consumer because of a lack of conformity with the contract
11 resulting from an act or omission by a person in earlier links of the chain of
12 transactions, the online merchant is entitled to pursue remedies against the person
13 or persons liable in the chain of transactions.

14 The person against whom the online merchant may pursue remedies and the
15 relevant actions and conditions to exercise must be in accordance with the following:
16

17 (a) Repairs must be completed and replacements delivered within a
18 reasonable time and without any significant inconvenience to the
19 consumer, taking into account the nature of the goods and the purpose
20 for which the consumer acquired the goods;
21

22 (b) A proportionate reduction of the price or the termination of the
23 contract, including restitution of the price, in the following instances:
24

25 (1) A repair or replacement is impossible or unlawful;
26

27 (2) The online merchant has not completed repair or replacement
28 within a reasonable time;
29

30 (3) A repair or replacement may cause significant inconvenience to
31 the consumer; or
32

33 (4) The online merchant has declared, or it is equally clear from the
34 circumstances that the online merchant may not deliver the
35 goods in conformity with the contract within a reasonable time;

- 1
- 2 (c) The consumer is entitled to withhold the payment of any outstanding
- 3 part of the price, until the online merchant has brought the goods into
- 4 conformity with the contract;
- 5
- 6 (d) The consumer is not entitled to a remedy to the extent that the
- 7 consumer has contributed to the lack of conformity with the contract
- 8 or its effects;
- 9
- 10 (e) Where the online merchant remedies the lack of conformity with the
- 11 contract by replacement, the online merchant may take back the
- 12 replaced goods at the online merchant's expense unless the parties
- 13 have agreed otherwise after the lack of conformity with the contract has
- 14 been brought to the online merchant's attention by the consumer;
- 15
- 16 (f) Where the consumer had installed the goods in a manner consistent
- 17 with their nature and purpose, before the lack of conformity with the
- 18 contract became apparent, the cost for the removal of the non-
- 19 conforming goods and the installation of replacement goods, and all
- 20 associated costs shall be for the account of the online merchant;
- 21
- 22 (g) In case of goods that do not conform to the contract, the consumer is
- 23 not liable to pay for using the non-conforming goods prior to its
- 24 replacement;
- 25
- 26 (h) The consumer may choose between repair and replacement unless the
- 27 option chosen is impossible, unlawful or, imposes costs upon the online
- 28 merchant that is disproportionate, taking into account all
- 29 circumstances, including:
- 30 (1) The value of the goods if the goods conformed to the contract;
- 31
- 32 (2) The significance of the lack of conformity with the contract; and
- 33
- 34 (3) Whether the alternative remedy may be completed without
- 35 significant inconvenience to the consumer.

1
2 The reduction of price should be proportionate to the decrease in the value of
3 the goods which were received by the consumer compared to the value the goods
4 would have if in conformity with the contract.
5

6 **SEC. 21. *Obligations of Ride Hailing Service Providers.*** – Ride hailing
7 service providers shall require its consumers to register by showing valid proof of
8 identity, email address or cellular phone number. Ride hailing service providers shall
9 make the identity of its providers and support staff available to the rider at all times.

10 **SEC. 22. *Obligations of Consumers of Ride Hailing Services.*** – It shall be
11 unlawful for consumers of ride hailing services to:
12

13 (a) Cancel confirmed orders for the delivery of food or grocery items when
14 the said items have already been paid by or is already in the possession
15 of the Ride Hailing Service Partner or is otherwise in transit to the
16 consumer unless:
17

18 (1) The consumer uses credit card services as a means for the
19 payment of the service and the payment will still be credited
20 notwithstanding the cancellation;
21

22 (2) The consumer remits the reimbursement and payment to the
23 Ride Hailing Service Partner as a pre-condition for the
24 cancellation of the order; or
25

26 (3) The delivery of ordered food or grocery items will be or was
27 delayed for at least one (1) hour from the expected time of arrival
28 due to the fault or negligence of the Ride Hailing Service Partner.
29

30 (b) Unreasonably shame, demean, embarrass, or humiliate ride hailing
31 service partners. The consumer may invoke as a defense of good faith,
32 a well-founded belief that the ride hailing service partner had
33 committed a crime or caused civil injury towards the consumer.
34

1 **SEC. 23. *Right to Terminate the Contract.*** – If the goods delivered do not
2 conform to the contract, the consumer may exercise the right to terminate the
3 contract by giving notice to the online merchant. Where the lack of conformity relates
4 to only some of the goods delivered under the contract, the consumer may terminate
5 the contract only in relation to the non-conforming good and any other goods which
6 was acquired as an accessory to it.

7
8 Where the consumer terminates a contract as a whole or in relation to some
9 of the goods delivered:

- 10
11 (a) The online merchant shall reimburse to the consumer the price paid
12 without undue delay and in any event not later than fourteen (14) days
13 from receipt of the notice;
14
15 (b) Upon receipt of the reimbursement from the online merchant, the
16 consumer shall return, at the online merchant's expense, the goods
17 without undue delay and in any event not later than fourteen (14) days
18 from the receipt of the reimbursement;
19
20 (c) Where the goods cannot be returned because of destruction or loss
21 caused by the negligence of the consumer, the consumer shall pay to
22 the online merchant the monetary value which the non-conforming
23 goods would have had at the date when the return was to be made if
24 they had been kept by the consumer without destruction or loss until
25 that date, unless the destruction or loss has been caused by a lack of
26 conformity with the goods with the contract, within fourteen (14) days
27 from receipt of reimbursement; and
28
29 (d) The consumer shall pay for a decrease in the value of the goods only to
30 the extent that the decrease in value exceeds depreciation through
31 regular use. The payment for decrease in value shall not exceed the
32 price paid for the goods.
33

34 **SEC. 24. *Damages.*** – The online merchant is liable for damages to the
35 consumer due to the lack of conformity with the contract of the goods. The consumer

1 may claim damages within two (2) years from the relevant time of establishing
2 conformity.

3
4 No damages may be recovered by virtue of this Act after the lapse of four (4)
5 years from the time the conformity has been established.

6
7 **SEC. 25. Online Dispute Resolution.** – The DTI shall develop an online
8 dispute resolution (ODR) platform which is a single point of entry for consumers,
9 online merchants, and eCommerce platform operators seeking out-of-court
10 resolution of disputes.

11 (a) The ODR shall be an interactive website which may be accessed
12 electronically and free of charge. The DTI, through the Bureau, shall
13 be responsible for its operation, including its maintenance, funding
14 and data security. The ODR platform must be user-friendly and must
15 adopt the twin principles of “privacy by design” and “design for all”,
16 where the privacy of its users is respected, and the ODR platform is
17 accessible and usable by all users.

18
19 (b) The DTI shall establish a network of ODR contact points from, among
20 others, the agencies involved in consumer complaints specified in
21 Republic Act No. 7394, otherwise known as the “Consumer Act of the
22 Philippines,” which includes the DTI’s Fair Trade Enforcement
23 Bureau, Department of Agriculture, Department of Tourism (DOT),
24 and the Department of Health (DOH). The National Privacy
25 Commission and the Intellectual Property Office of the Philippines
26 shall also form part of the ODR network.

27
28 (c) Each agency shall designate one ODR contact point and communicate
29 its name and contact details to the DTI. The head of agency shall
30 confer responsibility to the ODR contact points in ensuring that timely
31 and competent support is provided to the resolution of disputes
32 relating to complaints submitted through the ODR platform.

33
34 (d) The ODR platform shall have the following functions:
35

- 1 (1) Provide an electronic form by means of which alternative dispute
2 resolution (ADR) entities shall transmit the information;
3
4 (2) Provide a feedback system which allows the parties to express
5 their views on the functioning of the ODR platform and on the
6 ADR entity which handles their dispute; and
7
8 (3) Make publicly available general information on ADR as a means
9 of out-of-court dispute resolution and information on ADR
10 entities which are competent to deal with disputes.
11
12 (e) The DTI shall ensure that the information in the website is accurate,
13 up to date and provided in a clear, understandable and accessible way.
14
15 (f) Government and private sector entities which provide ADR services
16 which are competent to deal with disputes shall be registered
17 electronically with the ODR platform.
18
19 (g) Digital platforms and online retailers shall provide on their websites an
20 electronic link to the DTI ODR platform on their homepage. That link
21 shall be easily accessible to consumers.
22
23 (h) The DTI, in consultation with other concerned agencies, shall issue the
24 implementing rules and regulations on the development, management,
25 operations, and maintenance of the ODR platform.

26 **SEC. 26. Solidary Liability.** – eCommerce Platform Operators shall, for civil
27 or administrative indemnity, be solidarily liable with an online merchant under the
28 following instances:
29

- 30 (a) If the eCommerce platform operator fails to exercise ordinary diligence
31 to prevent any loss or damage to the consumer;
32
33 (b) If the identity of the online merchant and the eCommerce platform
34 operator are the same;
35

- 1 (c) If the eCommerce platform operator knows or should have known that
2 the goods and services appearing on their platform do not comply with
3 the provisions of law, or otherwise infringes on intellectual property
4 rights, and fails to take necessary measures;
- 5 (d) If the eCommerce platform operator fails to publish details of its online
6 merchant;
- 7
8 (e) If the eCommerce platform operator fails to examine goods related to
9 food, drugs, and cosmetics or otherwise relates to the life or health of
10 consumers;
- 11
12 (f) If the eCommerce platform operator permits an online merchant, not
13 duly registered with the appropriate regulatory agencies, to offer its
14 goods and services for sale.
- 15

16 **SEC. 27. Digital Payments.** – eCommerce platform operators and online
17 merchants shall issue the appropriate paper or electronic invoices or receipts for all
18 sales in accordance with relevant internal revenue laws and regulations. An
19 electronic invoice or receipt shall have the same legal effect as a physical invoice or
20 receipt.

21

22 The DTI, through the Bureau, shall, in coordination with the Bangko Sentral
23 ng Pilipinas, Bureau of Internal Revenue, Bureau of Customs, DOJ, Philippine
24 National Police, DICT, and NTC, issue rules and regulations to modernize and
25 streamline the regulatory framework and encourage the adoption of electronic
26 payment systems by the citizenry. The DTI shall also develop guidelines to protect
27 merchants and consumers covering the various digital payment solutions.

28

29 **SEC. 28. Enforcement of Rights and Remedies** – Without prejudice to
30 existing remedies provided under other laws, the enforcement of the rights and
31 remedies established under this Chapter shall be through the following means:

32

- 33 (a) If involving complaints by a consumer where no damages are sought,
34 the complaint shall be treated as a consumer complaint with the DTI
35 pursuant to Title V, Chapter III, of the Consumer Act of the Philippines;

- 1
- 2 (b) If involving a claim for damages, the injured party shall seek recovery
- 3 by filing a civil action with the appropriate trial court.
- 4

5 **CHAPTER 5**

6 **ELECTRONIC COMMERCE PHILIPPINE TRUSTMARK**

7

8 **SEC. 29. *eCommerce Philippine Trustmark.*** – To provide assurance of

9 safety and security in internet transactions, the DTI shall lead the development of an

10 eCommerce Philippine Trustmark hereinafter referred to as the, “Trustmark”, which

11 may be established and operated by an industry-led private sector governance body.

12 The DTI shall periodically assess the effectiveness of the industry-led Trustmark in

13 promoting to the public reliable and trustworthy eCommerce services, and may opt

14 to assume operational control over the Trustmark if it determines that the industry-

15 led private sector effort insufficiently achieves the goals of the Trustmark.

16

17 **CHAPTER 6**

18 **FINAL PROVISIONS**

19

20 **SEC. 30. *Penalties.*** –

21

- 22 (a) Online merchants who fail to register either as a sole proprietor, one-
- 23 person corporation, partnership, corporation, or cooperative, shall be
- 24 punished with an a fine equivalent to one hundred percent (100%) of
- 25 the amount of the digital goods offered or sold based on the market
- 26 price as determined by the Bureau, including confiscation of the goods
- 27 as advertised;
- 28
- 29 (b) eCommerce platform operators and online merchants found guilty of
- 30 violating Section 18, or Section 19 (d) of this Act shall be punished
- 31 with a fine not less than Five hundred thousand pesos (P500,000.00)
- 32 but not more than Five million pesos (P5,000,000.00) or the revocation
- 33 of their licenses, or both, at the discretion of the courts.
- 34
- 35 (c) Ride hailing service providers found guilty of violating Section 21 of this
- 36 Act shall be punished with a fine of up to Five hundred thousand pesos

(P500,000.00) or the revocation of their licenses, or both, at the discretion of the courts.

(d) Consumers found guilty of violating Section 22 (a) of this Act shall be punished with a fine of up to Fifty thousand pesos (P50,000.00) plus one hundred percent (100%) of the amount advanced by the ride hailing service partner, or both, at the discretion of the courts.

(e) Consumers found guilty of violating Section 22 (b) and Section 23 (b) of this Act shall be punished with a fine of up to Fifty thousand pesos (P50,000.00), at the discretion of the courts.

The application of these penalties shall be without prejudice to the liability of the offending party under other laws or regulations.

SEC. 31. Oversight Committee. – There is hereby created a Congressional Oversight Committee, hereinafter referred to as the Internet Transactions Act Congressional Oversight Committee, to be composed of five (5) members from the Senate, which shall include the Chairpersons of the Senate Committees on Trade, Commerce and Entrepreneurship, Science and Technology, and Finance, and five (5) members from the House of Representatives, which shall include the Chairpersons of the House of Representatives Committees on Trade and Industry, ICT, and Appropriations. The Internet Transactions Act Congressional Oversight Committee shall be jointly chaired by the Chairpersons of the Senate Committee on Trade and Commerce and the House of Representatives Committee on Trade and Industry. It shall meet at least every quarter of the first two years and every semester for the third year after the approval of this Act to review the implementation of this Act, evaluate the Bureau on its functions as the lead agency, determine any inherent weaknesses in the law, and recommend the necessary remedial legislation or executive measures: *Provided*, That the Internet Transactions Act Congressional Oversight Committee shall cease to exist after five (5) years upon the effectivity of this Act.

The Secretariat of the Internet Transactions Act Congressional Oversight Committee shall be drawn from the existing personnel of the Senate and House of

Representatives Committees comprising the Internet Transactions Act Congressional Oversight Committee.

SEC. 32. *Implementing Rules and Regulations.* – The Secretary of Trade and Industry shall, in consultation with the DICT, Bangko Sentral ng Pilipinas, the Department of Tourism, the Land Transportation Franchising and Regulatory Board, the Optical Media Board, and the Intellectual Property Office, and other relevant government agencies and stakeholders, develop and issue the implementing rules and regulations of this Act.

SEC. 33. *Transitory Provisions.* – To ensure the continued implementation of programs to promote eCommerce, the current eCommerce Division shall continue to exercise its functions until such time that the organizational structure and personnel of the Bureau have been determined and approved.

All affected officers and personnel of the eCommerce Division shall be absorbed by the Bureau without demotion in rank or diminution of salaries, benefits and other privileges.

SEC. 34. *Appropriations.* –The amount necessary to carry out the provisions of this Act shall be included in the annual General Appropriations Act.

SEC. 35. *Separability Clause.* – If any provision or part of this Act is declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining provisions of this Act.

SEC. 36. *Repealing Clause.* – All laws, rules, and regulations, presidential decrees, letters of instruction and other presidential issuances which are incompatible or inconsistent with the provisions of this Act are hereby repealed, amended, or modified accordingly.

SEC. 37. *Effectivity* – This Act shall take effect fifteen (15) days after its publication in the *Official Gazette* or in at least one (1) newspaper of general circulation. It shall also be published online, through the *Official Gazette Online* (www.officialgazette.gov.ph), and on the website of the Department of Trade and Industry (www.dti.gov.ph).

1

2 Approved,