Pursuant to the article 47 paragraph 11 of the Statute, Management Board of the Union of Employers of Montenegro, on the online meeting held on April 22nd, 2016

* respecting the importance of the Law on E-Commerce as the starting point for the efficient functioning of the Internet market in Montenegro;
* by successfully developing information society services on the Internet market of Montenegro;
* respecting the deadlines of participants in the internet market in Montenegro;
* taking care of the peculiarities and the need to protect juveniles, persons with disabilities, respect for persons’ dignity, established

Code of Conduct in The Sale of Goods and Services on the Internet Market of Montenegro

The Code was published in the “Official Journal of Mn”, No. 31/2016 from May 13th, 2016 12,2016, and will take effect On July 12th, 2016.

# Basic Provisions

### Article 1

This Code establishes the basic rules in selling goods and provision of services on the Internet market of Montenegro (hereinafter: internet markets of Mn), especially in relation to the protection of the juveniles, persons with disabilities and respect for the persons’ dignity and other issues in the sale of goods and services in the Internet market of Mn.

### Article 2

Compliance with this Code should contribute to performing business activities in the part of business morality, good business practices, and the notion of conscientiousness and honesty, as well as raising the awareness level of all participants in the Internet market of Mn.

### Article 3

This Code is applied to members of the Union of Employers of Montenegro (hereinafter: UPCG) - users of Internet market services in Mn.

### Article 4

UPCG members are responsible for complying with the provisions of this Code.

### Article 5

All expressions used in this Code for natural persons in the male gender imply the same expressions in the female gender as well.

# The Code Principles

## Ethics

### Article 6

In their business, Code obligors should comply with professional obligations when operating via the Internet market of Mn, on the basis of laws and contractual conditions, and not interfere with other business entities in fulfilling their obligations.

The obligors of this Code cannot impose through typical contracts elements that express the use of a difficult economic situation, threats, fraud, or misleading another contracting party and violating the equal position of contracting parties.

In providing services on the Internet market of Mn, it is not permitted to disrespect natural persons and legal entities, i.e. entrepreneurs, titles, or products or services, or to expose them to contempt or obstruction by the public.

The obligors of this Code will not undertake obligations they will not be able to fulfill.

## The principles of the prohibition on inciting hatred and respect for the person’s dignity

### Article 7

In providing services on the internet market of Mn, it is not allowed to incite hatred on the basis of race, gender, religion, nationality, and other differences.

Data provided directly or indirectly by individuals must not be used for purposes other than intended.

Business and personal data of the Internet market of Mn users must not be delivered to unauthorized parties outside the obligations taken by the contract.

## Prohibition of Discrimination Principle

### Article 8

Service providers on the internet market in Mn cannot exclude or restrict access to Internet services to users except in cases established by the law.

Information about denying or restricting access to service providers should be provided to the user on his request. The provider of services on the Internet market of Mn should provide equal treatment to all participants in the Internet market of Mn.

## Prohibition on Abuse of Rights Principle

### Article 9

It is not permitted to exercise the rights of business relations in the Internet market of Mn contrary to the goal for which they are determined or granted to the participants.

## Prohibition on concluding fictitious and simulated contracts principle

### Article 10

Contractual relations in the Internet market of Mn should ensure the actual subject of business relations. Fictitious and simulated contracts are not allowed.

# Rules for accessing and using services on the Internet market of Mn

### Article 11

The user of services on the Internet market of Mn should have the possibilities and notifications according to information provided by the service provider about the product and/or service before concluding the contract.

Information in terms of para 1 of this article include:

* basic product and/or service features;
* price, including taxes;
* payment method;
* delivery or execution;
* identity and address of the seller;
* the possibility of withdrawal or cancellation within the specified time;
* minimum contract duration;
* technical steps towards the contract conclusion;
* deadlines for saving and availability of contracts;
* methods for error recognition and correction;
* languages available for concluding the contract.

### Article 12

The users of the services on the Internet market of Mn can access them on their own choice.

### Article 13

Codex obligors should prevent disruption or slowing of network traffic by achieving minimal quality of services - openness to access to the Mn internet market.

### Article 14

Code obligors should not block access to networks and services on the Internet market of Mn unless it is necessary based on objective criteria established in the regulations.

### Article 15

The user of the Internet market services of Montenegro after ordering goods or services should receive confirmation of the main elements of the contract, in writing or by e-mail.

Confirmation in terms of para 1 of this article is given at the latest when delivering goods, and at the appropriate time of providing service. The service provider is not obliged to repeat the information he has already provided.

The confirmation also contains instructions for objecting, giving bail, etc.

### Article 16

In financial services contracts via the Internet of Montenegro, the customer should receive detailed information about the terms of the contract, rights, manner of termination of the contract, or premature termination.

### Article 17

Subscribers of electronic communication services should receive information from the service provider at valid prices, fee tariffs, including tariff options and packages, structured conditions for access and use, and quality of services.

### Article 18

Before an Internet payment transaction, the customer should receive all relevant payment information including costs applied to the transaction, payment service characteristics, and processing time, refund rights, additional costs, and discounts applied by the service provider.

After each payment transaction, the consumer should receive a certificate containing the smallest purchase amount, transaction date, and costs indicated by entries.

# Protecting the Rights of the Juveniles

### Article 19

The obligors of this Code make sure that the assortment of products or services does not violate the physical, mental, or moral development of the juveniles.

Products, i.e. services, which may impair the physical, mental or moral development of the juveniles should not be accessible to the juveniles or should be marked as an assortment inappropriate to this category of users.

### Article 20

The obligors of this Code should recommend parents of juveniles restrict their access to computers by installing different protection systems that restrict access to certain websites.

# Protection of customers with disabilities

### Article 21

The customer on the Internet market of Mn who is disabled should choose those service providers available to most consumers.

Obligors of this Code should encourage the gradual insurance of the availability of their services, including commercial communication to consumers with impaired vision or hearing.

Obligations under paragraph 2 of this article apply regardless of the type of service or delivery platform as long as they rely on electronic communication networks.

# Respect for the dignity of personality

### Article 22

In business in the online market of Mn, obligors of this Code should behave:

* in an appropriate and correct way with respect, kindness, and patience;
* accepting and providing additional information to lower educational level users;
* regulating customer requests by seeking a solution in accordance with the good practice of their company;
* responding to complaints with facts, arguments, and solutions, not just by apologies.

# Protection of Unfair Contract Provisions

### Article 23

The obligors of this Code accept not to use the provisions in consumer contracts:

* which the consumer really did not get familiar with, and should oblige the consumer;
* restricting the consumer from using legal means or legal remedies;
* which automatically extends the fixed-term contract if the deadline is unreasonably short for the customer to express their will to extend it.

Contractual obligations should be put together so that they leave no doubt about their meaning and significance.

### Article 24

When it comes to a typical contract (concluded according to the prior printed content), i.e. when it comes to a contract proposed by one contracting party, vague provisions should be interpreted for the benefit of the other party.

# Protection Against Unfair Practices

### Article 25

Service providers on the Internet market in Mn should refrain from creating unfair practices. According to paragraph 1 of this Article:

* the service provider should not be invited to purchase the product at a certain price if it subsequently refuses to receive and deliver

the order within the reasonable time with the intention of promoting another product (the buyer trying to trick with a violent change of goods that is not for sale);

* by offering products such as "gratis", "free", "no fee", etc. if the manufacturer should pay for anything except the inevitable cost;
* consumers cannot be asked to pay or return purchased products that the service provider has not delivered.

# Delivery of goods and services without deficiencies and on time

### Article 26

Goods and services ordered via the Mn online market should be delivered within 30 days unless otherwise agreed with the seller.

If goods or services have not been delivered or performed within the specified time, the customer should receive compensation for the costs.

### Article 27

If the delivered goods are received as defective or they do not suit the buyer, the consumer may request a free repair or a change.

The service provider has an obligation to remove the deficiency or exchange of goods within a reasonable time and with limited inconvenience to the consumer.

If the service provider has given the seller a warranty or guarantee by committing to a free repair or service, the consumer in the Mn Internet market may contact the person who has made such a guarantee.

### Article 28

In cases of an unauthorized payment transaction, that is, if it comes to s mistake done by the seller, bank, or in case of a fraud relating to the amount paid, the customer should receive an immediate refund of the total transaction amount from the payment service provider.

# Unilateral Termination of the Contract

### Article 29

The contract concluded in the Internet market of Mn can be simply terminated, without stating the reasons, by the customer within seven working days of reception of goods, and for services within seven working days from the conclusion of the contract or reception of confirmation of the previous notification of the consumer.

# Dispute Resolution

### Article 30

Anyone whose rights have been violated on the Internet market of Mn can use effective legal means in the legal order of Montenegro.

# Interim and Final Provisions

### Article 31

Existing UPCG members accept the provisions of this Code from the day it came into force. New UPCG members accept the provisions of this Code with the signing of the UPCG adherence.

### Article 32

In case of requests for interpretation of this Code, the UPCG Managing Board acts, and according to the interpretation proposal by the General Secretariat of the UPCG.

### Article 33

In violation of this Code, the UPCG member informs the General Secretariat of the UPCG, with the delivery of proof of violation.

The General Secretariat of the UPCG upon receiving notification from paragraph 1 of this Article initiates the procedure on which it is preparing a proposal for the UPCG Managing Board.

The violation of the provisions of this Code is decided by the UPCG Managing Board.

### Article 34

The secrecy of the subject’s identity indicated infringement of the provisions of this Code. is guaranteed, except for decision-making purposes on the UPCG Managing Board.

Disclosure of the identity of the subject who pointed out the violation of the provisions of this Code may only ensue in the event of a dispute being raised before the institutions outside the UPCG.

### Article 35

If the UPCG Managing Board determines that a violation of the provisions of this Code has been made, it may:

* point out to the subject, violator with the delivery of his decision on the reach of violation of the provisions of this Code;
* order by the decision the publication of the violation of the provisions of this Code on the UPCG website for a 30 day period, counting from the date of publication, but the subject is marked only by the initials of the company.

### Article 36

This Code will be published in CG Official Journal Mn

### Article 37

This Code shall take effect within 60 days from the date of publication. Number: 857/16-1

Podgorica, April 28th, 2016

President of the Board of Directors

**Svetlana Vuksanović**, (handwritten)