COMESA MODEL LAW ON CONSUMER PROTECTION

COMESA COMPETITION AND CONSUMER COMMISSION

COMESA MODEL LAW ON CONSUMER PROTECTION

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PREAMBLE

HAVING REGARD TO the Treaty establishing the Common Market for Eastern and Southern Africa (COMESA) whose Article 112 recognises the importance of standardisation and quality assurance in the promotion of trade and consumer protection in the Common Market;

RECOGNISING:

that unfair trade practices may constitute an obstacle to the achievement of inclusive growth, economic efficiency and enhancement of consumer welfare in the COMESA Member States and the Common Market in general;

that unfair trade practices undermine consumer confidence, the integrity of the domestic markets and the Common Market to the detriment of all businesses and consumers;

the need for Member States to apply common principles in the enforcement of consumer protection laws;

the desirability of setting standards for procedures by which the regional consumer protection agency can act as a forum for exchange of views, consultations and conciliation on matters related to unfair trade practices affecting COMESA regional and international trade;

that different Member States are at different stages of enforcement and the need to harmonise the regional laws with the national laws;

that most existing laws and enforcement systems on consumer protection may not address adequately the emerging unfair cross-border trade practices and the evolving consumer protection challenges due to globalization, climate change and technology advancement;

the need for a common framework to promote close co-operation between consumer protection enforcement authorities in the Common Market in combating unfair cross-border trade practices through information exchange, co-ordination, communication and joint actions.

The COMESA Competition and Consumer Commission and the Member States developed the Consumer Protection model law.

CHAPTER ONE: PRELIMINARY

Article 1
Short Title

This Act/law may be cited as the Consumer Protection Act (or as appropriate by the Member State)

Article 2
Definitions and Interpretations

For the purposes of this Act, unless the context otherwise requires, the following common definitions shall apply;

"**business consumer**" means a person who purchases or offers to purchase goods or services supplied by an undertaking in the course of business, and includes an undertaking who uses the product or service supplied as an input to its own business, a wholesaler, a retailer and a final consumer;

"Commission" means the COMESA Competition and Consumer Commission

"Common Market" means the Common Market for Eastern and Southern Africa (COMESA) established by Article 1 of the "Treaty";

"**Competent Authority**" means any person or institution charged primarily with the enforcement of consumer protection matters in a Member State or in the Common Market;

"consumer" includes:

a) any person who purchases or offers to purchase goods or services, otherwise than for the purpose of resale, but does not include a person who purchases any goods or services for the purpose of using them in the production and manufacture of any other goods for sale or the provision of another service for remuneration; or

b) a user of those particular goods or a recipient or beneficiary of those particular services, irrespective of whether that user, recipient or beneficiary was a party to a transaction concerning the supply of those particular goods or services.

“consumer body” includes registered associations and consumer groups by whatever name called;

“direct agreement" means a consumer agreement that is negotiated or concluded in person at a place other than— (a) at the supplier's place of business; or (b) at a market place, an auction, trade fair, agricultural fair or exhibition

"future performance agreement" means a consumer agreement in respect of which delivery, performance or payment in full is not made at the time when the parties enter the agreement;

"internet agreement" means a consumer agreement formed by text-based internet communications;

“Member State” means a Member State of the Common Market;

“person” means a natural or legal person

"personal development services" means—

(a) services provided for—

(i) health, fitness, diet or matters of a similar nature;

(ii) modeling and talent, including photo shoots relating to modeling and talent, or matters of a similar nature;

(iii) martial arts, sports, dance or similar activities;

(iv) such other services as may be prescribed; and

(b) facilities provided for or instruction on the services referred to in clause (a) and any goods that are incidentally provided in addition to the provision of the services;

"public hearing" means a hearing held as part of a market inquiry process or investigations which provides interested parties with the opportunity to make submissions, to the competent authority in a public forum;

"remote agreement" means a consumer agreement entered into when the consumer and supplier are not physically present together;

"services" means a service of any description whether industrial, trade, professional or otherwise, and includes the sale of goods, where the goods are sold in conjunction with the rendering of a service;

"supplier" means

(a) a seller of goods or a service;

(b) a person providing a service; or

(c) any person responsible for the provision of goods or services including a manufacturer, producer or distributor or the agent of a manufacturer, producer or distributor;

"time share agreement" means a consumer agreement by which a consumer—

(a) acquires the right to use property as part of a plan that provides for the use of the property to circulate periodically among persons participating in the plan, whether or not the property is located in the Member State, or

(b) is provided with access to discounts or benefits for the future provision of transportation, accommodation or other goods or services related to travel;

"trade" includes any business, industry, profession or occupation relating to the supply or acquisition of goods or "services";

"undertaking" includes any "person", public or private, engaged in an economic activity and includes a trade association;

"unconscionable conduct" means grossly unjust or unfairly one-sided conduct in favour of the party who has the superior bargaining power that is contrary to good conscience, and causing an imbalance in the parties' rights and obligations arising under a transaction, to the detriment of the consumer; and

"unfair trade practices" includes any conduct or practice that is deceptive, unethical, unconscionable, fraudulent, or which causes injury, damage of property or loss to a consumer or has the effect of denying the consumer any of the rights protected under the Act/law.

Article 3

Purpose of the Model Law

(1) To serve as a template or set of best practices developed and refined to address common consumer issues, that can be used to guide the Member States in drafting, amending and implementing their national consumer protection laws.

(2) To provide a framework for creating consistent consumer protection laws across different jurisdictions in the Common Market and to help ensure that consumers receive a similar level of protection regardless of where they are.

(3) To establish a uniform framework on the protection of rights of consumers and responsibilities and obligations of the businesses and the consumers.

(4) To promote and advance the social and economic welfare of consumers in the Common Market.

(5) To set standards for businesses and ensure that they operate fairly and transparently towards consumers. This can enhance consumer trust and contribute to a more equitable marketplace.

(6) The Model Act provides for an accessible, consistent, harmonized, effective and efficient system of redress for consumers.

(7) The Model law aims to create a safer, fairer marketplace for consumers while also providing clear guidelines for businesses and regulators.

Article 4

Scope of the Application

(1) The provisions of the Act shall apply to transactions between a trader or trading entity and a consumer or a business consumer occurring in the Member State, unless expressly exempted by domestic law.

Article 5

General Principles

(1) The Member States shall ensure that their national laws establish consumer protection policies that provide:

(a) for the protection of consumers including vulnerable and disadvantaged consumers;

(b) for the availability of effective consumer dispute resolution and redress;

(c) for the freedom to form consumer bodies and other relevant groups or organisations and the opportunity of such organisations to present their views in decision-making processes affecting them;

(d) for the fundamental terms of a contract and the implied obligations of parties to a contract for the supply of goods or services;

(e) for the prohibition of the inclusion of unconscionable terms in contracts for the sale and supply of goods or services to consumers;

(f) for the prohibition of misleading or deceptive or fraudulent conduct;

(g) for the provision of quality goods and services that are safe and fit for the purpose of their purchase, in compliance with the applicable regulations, standards, codes and licensing requirements;

(h) for Member States to work towards enhancing consumer confidence in electronic commerce by the continued development of transparent and effective consumer protection policies;

(i) for the protection of consumer privacy and data security;

(j) for sustainable consumption.

Article 6

Powers of Competent Authorities

(1) In effectively enforcing consumer protection law in the Member States, the competent authorities shall have the power to:

i. initiate investigations on own initiative or upon receipt of complaints in the market;

ii. carry out investigations and enforcement into consumer infringements, order cessation or prohibition in future to ensure high level of consumer protection;

iii. enact temporary measures in order to mitigate the risk of significant harm to the interests of consumers as a whole;

iv. cooperate with other relevant national, regional and international agencies, in the process of carrying out their mandate;

v. access relevant information, documents and data required to undertake investigations, including ordering the supply of such information from parties under investigation, third parties and any public authority. Such data may be in whichever format, form, location or storage medium;

vi. conduct market inspections, buy products or services as test purchases or samples, inspect, observe, examine, disassemble, or test the good or service that the investigating authority has purchased;

vii. impose penalties, such as fines or periodic penalty payments, for infringements and for failure to comply with any decision, order, interim measure, trader's commitment or other measure adopted by the competent authority;

viii. provide redress mechanisms to consumers for harm caused or loss suffered by infringements which may include inter alia:

a. repair;

b. replacement;
c. reimbursement of price paid;
d. price reductions;
e. termination of contracts;
f. compensation; or
g. any other remedy as the circumstances dictate.

Article 7

Cooperation between the Commission and Competent Authorities

(1) The competent authorities shall cooperate with the Commission in undertaking joint activities regarding consumer concerns with cross-border effects including:

a. Investigations and enforcement
b. Research
c. Staff exchanges between agencies to assist with cooperation
d. Technical assistance on investigations

(2) The concerned competent authorities shall share information with the Commission pertaining to joint activities, provided any information shared to the competent authorities and the Commission in the course of their cooperation shall be treated as confidential and shall only be used for purposes of the joint activity;

(3) Competent authorities shall share information, including but not limited to;

i. market trends of consumer issues in their jurisdictions affecting other consumers in the Common Market;

ii. enforcement action undertaken that may have cross border effect;

iii. statistics on alerts and warning notices issued in the Member States; and

iv. priority areas for enforcement.

Article 8

Cooperation between the Competent Authorities with other Competent Authorities in the Member States

(1) Each Member State shall mandate its competent authority to cooperate with other competent authorities of other Member States on:

(i) Enforcement and investigation of consumer protection cases with cross-border effects

(ii) Coordination of the Commission's activities

(iii) Undertaking research on consumer protection matters

(iv) Exchange of information

(v) Exchange of expertise

Article 9

Cooperation between the Competent Authorities and other relevant Authorities within their jurisdiction

1) Each Member State shall mandate its competent authority to cooperate with other relevant national and regional authorities within their jurisdiction on:

    i. Enforcement and investigation of consumer protection cases

    ii. Undertaking research on consumer protection matters

    iii. Exchange of information

    iv. Exchange of expertise

Article 10

Rules, Regulations and Guidelines

(1) Each Member State shall develop comprehensive rules, regulations and guidelines, as applicable to give effect to the Act to elaborate on, among others:

    (i) The specific prohibitions relating to violation of each of the consumer rights;

    (ii) Ecommerce specific regulations for effective protection of consumers with respect to online transactions and digital markets as a whole;

(iii) Specific regulations on environmental claims to ensure effective protection of consumers with respect to greenwashing;

(iv) Specific regulations on misleading advertisements;

(v) Specific regulations on misleading labelling;

(vi) Specific regulations on consumer rights in direct marketing;

(vii) Framework of conducts to be treated as unconscionable;

(viii) Consumer redress mechanism;

(ix) Product, sampling and testing procedures;

(x) Privacy and data protection rights.

CHAPTER TWO: CONSUMER RIGHTS

Article 11
Consumer Rights

(1) The Member States shall ensure that their national laws safeguard the following rights of consumers:

a. Right to Safety: which is the right to be protected against goods, production processes and services that are hazardous to health or life;

b. Right to information: which is the right to be provided with complete and accurate information relating to products and services to enable the consumer to make informed choices;

c. Right to choose: which is the right to select freely a good or service of quality at competitive prices;

d. Right to be heard: which is the right for consumers to have their concerns heard and considered in the making and execution of government policy, and in the development and provision of goods and services;

e. Right to Redress: which is the right to have problems resolved and seek justice against exploitation and unfair practices;

f. Right to live in a healthy environment: which is the right to live in an environment free of hazards and threats to life;

g. Right to privacy: which is the right to protect privacy and confidentiality of the consumer in the purchase and usage of goods and services;

h. Right to equality in the market: which is the right to equal treatment by the supplier in the purchase of goods or services;

i. Right to fair and honest dealing: which is the right to protection from unfair tactics or any other similar conduct by the supplier; and

j. Any other rights that are internationally recognised.

(2) Nothing in the Act shall be interpreted so as to limit any right or remedy that a consumer has in law.

CHAPTER THREE: UNFAIR TRADE PRACTICES

Article 12

False and Misleading Representation

(1) The Member States shall include in their national laws provisions that ensure that a person engaging in trade or commerce, in connection with the supply or possible supply of goods or services or in connection with the promotion by any means of the supply or use of goods or services, shall not make a false or misleading representation, among others:

a) that goods are of a particular standard, quantity, quality, value, grade, design, composition, style or model or have had a particular history or particular previous use;

b) that services are of a particular standard, quality, value, grade or design;

c) that goods are new;

d) that a particular person has agreed to acquire goods or services;

e) that goods or services have sponsorship, approval, performance characteristics, accessories, uses or benefits;

f) that a person has sponsorship, approval or affiliation;

g) with respect to the price of goods or services;

h) with respect to the delivery of goods and services;

i) disparaging the goods, services or trades of another person;

j) concerning the availability of a good or service;

k) concerning the availability of facilities for the repair of goods or of spare parts;

l) concerning the place of origin of goods;

m) concerning the need for any goods or services;

n) concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy;

o) concerning gifts and prizes;

p) that omits, hides or fails to conspicuously display material information necessary to enable a consumer to make an informed decision;

q) that qualifies as a dark pattern;

r) that qualifies as a scam; or

s) which has the effect of misleading consumers into making a decision that they would not otherwise have made.

Article 13
Unconscionable Conduct in Consumer Transactions

(1) The Member States shall include in their national laws provisions that ensure that a person engaging in trade or commerce, in connection with the supply or possible supply of goods or services to a consumer, shall not

engage in conduct that is, in all circumstances, unconscionable.

(2) For the purpose of determining whether a person has contravened sub-Article(1) of this Article in connection with the supply or possible supply of goods or services to a consumer, the competent authority may have regard to among others:

a) the relative strengths of the bargaining positions of the person and the consumer;

b) whether, as a result of conduct engaged in by the person, the consumer was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the person;

c) whether the consumer was provided with sufficient information and that the consumer was able to understand any documents relating to the supply or possible supply of the goods or services;

d) whether any undue influence or pressure was exerted on, or any unfair, coercive, abusive, exploitative and deceptive means, were used against the consumer;

e) the amount for which, or the circumstances under which, the consumer could have acquired identical or equivalent goods or services from another supplier;

f) whether a consumer was informed by a supplier of all charges and fees imposed or intended to be imposed prior to the imposition.

g) the extent to which the supplier applied dissimilar conditions to equivalent transactions with other consumers;

h) the requirements of any industry code, if the consumer acted on the reasonable belief that the supplier would comply with that code;

i) the extent to which the supplier unreasonably failed to disclose to the consumer:

   i. any intended conduct of the supplier that might affect the interests of the consumer; and

   ii. any risks to the consumer arising from the supplier’s intended conduct (being risks that the supplier should have foreseen and would not be apparent to the consumer); and

j) the extent to which the supplier was willing to negotiate the terms and conditions of any contract for supply of the goods or services with the consumer.

(3) For the purpose of determining whether a person has contravened sub-paragraph (1) of this Article in connection with the supply or possible supply of goods or services to a consumer, the competent authority shall not have regard to any circumstances that were not reasonably foreseeable at the time of the alleged contravention.

Article 14

Unconscionable Conduct in Business Transactions

(1) The Member States shall include in their national laws provisions that ensure that a person engaging in trade, in connection with the supply or possible supply of goods or services to another person, or acquisition or possible acquisition of goods or services from another person shall not engage in conduct that is, in all the circumstances, unconscionable.

(2) Without in any way limiting the matters to which the competent authority may have regard for the purpose of determining whether a person has contravened sub-paragraph (1) of this Article, in connection with the supply or possible supply of goods or services to a business consumer, the competent authority may have regard to:

a) the relative strengths of the bargaining positions of the person and the business consumer;

b) whether, as a result of conduct engaged in by the person, the business consumer was required to comply with conditions that were not reasonably necessary for the protection of legitimate interests of the person;

c) whether the business consumer was provided with sufficient information and that the business consumer was able to understand any documents relating to the supply or possible supply of the goods or services;

d) whether any undue influence or pressure was exerted on, or any unfair, coercive, abusive, exploitative and deceptive means, means were used against the business consumer;

e) the amount for which, and the circumstances under which, the business consumer could have acquired identical or equivalent goods or services from another person;

f) whether a business consumer was provided by a supplier, all material information for making an informed decision, prior to the transaction.

g) the extent to which the person applied dissimilar conditions to equivalent transactions with other business consumers;

h) the requirements of any industry code, if the business consumer acted on the reasonable belief that the supplier would comply with that code;

i) the extent to which the person unreasonably failed to disclose to the business consumer:

    iii. any intended conduct of the person that might affect the interests of the business consumer; and

    iv. any risks to the business consumer arising from the person's intended conduct (being risks that the person should have foreseen would not be apparent to the business consumer); and

j) the extent to which the person was willing to negotiate the terms and conditions of any contract for supply of the goods or services with the business consumer.

Article 15

Unfair consumer contract terms

(1) The Member States shall include in their national laws provisions to ensure that in a contract between a person and a consumer, the contract or a term of the contract shall be regarded as unfair if it causes a significant imbalance in the rights and obligations arising under the contract, to the detriment of the consumer including but not limited to the following:

a) imposing any penalty on the consumer, for the breach of contract thereof which is wholly disproportionate to the loss incurred due to such breach to the other party to the contract;

b) refusing to accept early repayment of debts on payment of applicable penalty;

c) requiring manifestly excessive security deposits to be given by a consumer for the performance of contractual obligations;

d) entitling the person to alter or terminate such contract unilaterally, without reasonable cause or giving due notice;

e) permitting or has the effect of permitting the person to assign the contract to the detriment of the consumer, without his/her consent;

f) imposing on the consumer any unreasonable charge, obligation or condition which puts such consumer at a disadvantage;

g) failing to state the alternative redress mechanisms available, and timelines in case of breach of contract; or

h) excluding or restricting the supplier's liability for death or personal injury resulting from negligence

(2) A supplier shall explain the implications of the terms and conditions specified in sub paragraph (1) of this Article to a consumer before the consumer makes a decision to consent to the terms and conditions.

(3) A supplier shall ensure that where a consumer consents to the terms and conditions specified in sub paragraph (1) of this Article, the consumer shows such consent by signing or initialling next to each term and condition that the consumer consents to.

(4) The terms and conditions specified in sub paragraph (1) of this Article shall be written in plain and clear language, in a manner that could be expected to be comprehended or understood by an ordinary consumer.

(5) An unfair contract or an unfair term of a contract between a consumer and a person shall not be binding.

(6) Notwithstanding sub-paragraph (5) of this Article, a contract shall bind the parties if it is capable of being enforced without the unfair term.

Article 16

Obligations with regard to specific consumer agreements

(1) Member States shall ensure that their national laws have provisions to specifically provide for the following agreement entered into by consumers:

i. Future performance agreements;

ii. Time share agreements;

iii. Personal development agreements;

iv. Internet agreements;

v. Direct agreements;

vi. Remote agreements.

vii. Credit agreements

(2) The provisions in (1) above shall provide for among others:

i. The agreements to disclose material information to the consumer including but not limited to;

a. Consumer's rights and obligations;

b. service description;
c. pricing and payment terms;
d. refund policy; and
e. dispute resolution process.

ii. The agreement being availed to the consumer in writing, and in a language that the consumer can understand;

iii. The consumer being accorded with an opportunity to accept or decline the agreement or correct errors before entering into it;

iv. The consumer's ability to cancel the agreement within prescribed periods and due to prescribed reasons;

CHAPTER FOUR: CONSUMER SAFETY

Article 17

Product Safety Standards and Unsafe Goods or Services

(1) The Member States shall include in their national laws provisions to ensure that a person shall not, in trade or commerce, supply goods or services that are intended to be used, or likely to be used by a consumer if the goods or services are of a kind:

a. in respect of which there is an applicable consumer product safety standard and which they do not comply with that standard;

b. in respect of which there is in force a notice declaring the goods or services to be unsafe;

c. in respect of which there is in force a notice imposing a permanent ban on the goods or services;

d. which causes significant harm to the environment thereby endangering consumers' lives, health or safety; or

e. that causes or is likely to cause loss or damage to a person by reason of a defect in, or dangerous characteristics of, the goods or by reason of not having particular information in relation to the goods or services.

(2) A Member State shall ensure that their national laws have provisions to ensure that a person shall not export goods

or services into the Member State which are prohibited by sub paragraph (1) unless a relevant authority has, by notice in writing given to the person, approval for the export of those goods or services.

Article 18
Product Information Standards

(1) The Member States shall include in their national laws provisions to ensure that a person shall not, in trade or commerce, supply goods which do not comply with a recognised or applicable consumer product information standard.

(2) The competent authority shall recognise a consumer product information standard which includes, but not limited to, the following requirements:

a) the disclosure of information relating to the performance, composition, contents, methods of manufacture or processing, design, construction, finish or packaging of the goods;

b) the form and manner in which that information is to be disclosed on or with the goods; and

c) are reasonably necessary to give persons using the goods information as to the quantity, quality, nature or value of the goods.

Article 19
Compulsory Product Recall

(1) The Member States shall ensure that their national laws have provisions to empower the competent authority to, by appropriate notice, require a supplier to recall their products where it appears that:

a) goods may cause injury to any person;

b) goods do not comply with a recognised or applicable consumer product safety standard;

c) goods are of a kind in relation to which there is in force a notice declaring the goods to be unsafe, imposing a ban or recall; or

d) the supplier has not taken satisfactory action to prevent the goods from causing injury to any person.

(2) Where the competent authority is concerned that the goods are of a kind specified in sub-paragraph (1) (a), (b) and (c) of this Article, it shall inform the supplier of its intention to institute a compulsory product recall.

(3) Prior to instituting the compulsory product recall, the competent authority shall afford the supplier an opportunity to respond within a specified period in accordance with the applicable national or regional laws.

(4) In the consideration of a compulsory product recall, the competent authority may receive submissions from stakeholders and the general public on the matter.

(5) Where the competent authority is satisfied that the product should be recalled, it shall by notice require the supplier to:

a) recall the goods within a specified period in accordance with the applicable national or regional laws;

b) disclose to the public, within a specified period:

i. the nature of a defect in or a dangerous characteristic of the goods;

ii. the circumstances in which the use of the goods is dangerous; or

iii. procedures for disposing of the goods.

Article 20

Voluntary Product Recall

(1) The Member States shall ensure that their national laws have provisions which recognize voluntarily recall of goods by a person upon detection of non-compliance with the mandatory standards, defect in the goods, a safety related hazard regarding any dangerous characteristic of the goods or injury resulting from the use of the said goods.

(2) Where there is a product recall by the manufacturer due to non-compliance with mandatory standards, the recall of the product shall be done immediately.

(3) Where a person voluntarily recalls goods, the person shall upon detecting the hazard or safety related issue in the product, inform the public within a specified period in accordance with the applicable national or regional laws:

a) the nature of a defect in or a dangerous characteristic of the goods;

b) the circumstances in which the use of the goods is dangerous;

c) procedures for disposing of the goods, where applicable; and

d) recourse available to the consumer.

Article 21
Harmful Digital Content

The Member States shall include in their national laws provisions to ensure that a person shall not, in trade or commerce, supply or cause to be supplied digital content which causes distress, harm, has or may cause harmful or adverse effects on consumers' health or safety, including content resulting in mental health complications, or content which encourages self-harm.

Article 22
Liability for the supply of unsuitable and defective goods and services causing loss or injury

(1) The Member States shall ensure that their national laws shall have provisions to ensure that a person shall not supply a consumer with goods that are unsuitable or defective, not fit for the purpose for which they are

normally used or for the purpose that the consumer indicated to the person.

(2) A person who contravenes subparagraph (1), shall:

a) within a specified period from the time the defect on the goods concerned is reported to the supplier, refund the consumer the price paid for the goods; or

b) if practicable and if the consumer so chooses, replace the goods with goods which are free from defect and are fit for the purpose for which they are normally used or the purpose that the consumer indicated to the person.

(3) A person shall supply a service to a consumer with reasonable care and skill and within the agreed time or within a reasonable time.

(4) A person who contravenes sub-paragraph (3) of this Article, shall:

a) within a specified period from the provision of the service concerned, refund to the consumer the price paid for the service;

b) if practicable and if the consumer so chooses, perform the service again to a reasonable standard at no additional cost to the consumer; or

c) make restitution to the consumer.

(5) A supplier is liable to compensate the consumer for loss or damage arising from the supply of unsuitable and defective goods.

(6) The provisions of this Article do not apply where:

a) the goods are not reasonably fit for purpose by reason of a cause beyond human control, occurring after the goods have left the control of the person; or

b) the circumstances show that the consumer did not rely on the skill or judgement of the person.

Article 23

Warning Notice to the Public

(1) The Member States shall ensure that their national laws shall have provisions to ensure that they shall publish a notice containing one or both of the following:

(a) a statement that goods or services of a kind specified in the notice are under investigation by the competent authority to determine whether the goods will or may cause injury to any person;

(b) a warning of possible risks involved in the use of goods or services of a kind specified in the notice.

(2) Where an investigation by the competent authority has been completed, the Member State shall, as soon as practicable, by notice in writing, announce the results of the investigation, and shall announce in the notice what action is proposed to be taken in relation to the goods or services.

Article 24
Unidentified Manufacturer

(1) The Member States shall ensure that their national laws have provisions that ensure that if a person who wishes to institute a liability action does not know who manufactured the defective and dangerous goods or services, the person may serve on a supplier, or each supplier, of the defective and dangerous goods or services who is known to the person a written request to give the person particulars identifying:

(a) the person which manufactured the goods or provided the services; or

(b) the supplier of the goods or services to the supplier requested.

(2) If, within a specified period after the person has made the request or requests, the person still does not know who manufactured the defective and dangerous goods or services, then the person, or each person, that is a supplier:

(a) to whom a request was made; and

(b) who did not comply with the request -

- is taken, for the purposes of the action, to have manufactured the defective and dangerous goods or services.

Article 25
Data Processing

The Member States shall, in their national laws, include provisions that Undertakings dealing with consumer data shall:

(a) Where required, not collect and process personal data without the express consent of the consumer.

(b) Not subject consumers to submit personal data that is more than what is legitimately necessary to effect the intended transaction.

(c) Provide transparent and adequate information to consumers on the purpose of the collection of their personal data and how it is used or processed.

(d) Not use personal data for the purpose other than the one for which it was collected without the express consent of the consumer unless compelled by an existing law.

(e) Not restrict consumers from opting out of any transaction at any stage requiring the submission and use of their personal data.

(f) Delete personal data submitted where the consumer opts out of the transaction.

(g) Allow consumers access to their personal data to review, update, and/or transfer to any other person.

(h) Not engage in any other matter that may be deemed unconscionable with regard to the use of consumer personal data.

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