

Benchmarking of existing national legal e-business practices

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Greece

1. General information on the national legal system

Greece is a unitary, republic state (*Hellenic Republic*) and member of the European Union as from 1981. The country's last constitutional amendment dates back to 2001.

The country's legal system adheres to the civil law tradition. Codified legislation (statutes) is the primary source of laws. The core set of legal principles and rules are contained in the following codes: i) the civil code; ii) the code of civil procedure, iii) the commercial code, iv) the criminal (penal) code and v) the code of criminal procedure. On a higher level, stand the international conventions and treaties ratified by Greece, as well as the *EU Acquis*. The Greek codes but also the legal doctrine on the basis of which legal provisions are interpreted are influenced by the French and German legal system.

EU Directives are transposed in Greece through secondary legislation, being most of times a presidential decree¹ or, more rarely, a law². Quite often, the decree or law explains in its title that it constitutes the transposition of the said Directive in the national legal system. However, this is not always the case; in various fields of law, like consumer protection, the legal rules stemming from the Directive are incorporated in the core legal act/statute concerning this field.

The courts competent to hear the case if a claim is of a civil law nature are either the *courts (judge) of the peace* or the *courts of first instance* (composed by one member or three members). The dispute will be heard before the judge of the peace if the claim refers to a money dispute the value of which does not exceed 5.900 EUR. The court of instance in the one-member-synthesis is competent for disputes not based on money claims, of which the material value does not exceed 44.000 EUR and for money claims the value of which exceeds 5.900 EUR. The court of instance in its synthesis of three judges is competent for all kinds of disputes that do not fall within the competence of the one-member court of first instance or of the judge of the peace. The three-member courts of first instance function also as appellate courts for the rulings decided by the judges of the peace.

The appellate courts for the first instance courts (one-member or three-members) are the courts of appeal. The Greek High Court represents the highest degree of the Greek jurisdiction for the appeal in cassation of the judgements of any civil court.

¹ Proedriko Diatagma

² Nomos.

Please note that there are specific types of procedure from which consumers can benefit in a B2C context. First, there is the special category of *minor disputes* the value of which is below or equal to 12.000 EUR. In disputes introduced following this procedure, natural persons, and hence consumers, may stand for themselves without need to be represented by a lawyer. The value of damages that the court may award in this case cannot exceed 12.000 EUR.

Also, there is the procedure of "*collective complaint*". In these cases, the complaint may be lodged only by a representative professional body (such as chambers of commerce and industry, which are qualified as representative enough by law - i.e. having at least 500 registered members -) and specific consumer organisations. It should be noted that in the case of collective complaints, the harmed party being in the origins of the complaint cannot receive any compensation for damages.

On the contrary, the compensation is awarded to public interest purposes being in the scope of activities of the representative associations.

Jurisprudence constitutes a source of law. However, court precedents, even of the High Court, do not bind the judge to abide by the ruling decided for a specific case.

The evidence means are defined in an exhaustive way in the law (Code of Civil Procedure, art. 339). The court's assessment of the evidence is free but the decision of the court must be justified (Code of Civil Procedure, art. 340).

Arbitration constitutes an alternative way to court proceedings for resolving disputes and is recognized as such by law (Code of Civil Procedure, art. 867 and 902). Accordingly, any dispute between private parties may be submitted to arbitration if the agreement stipulates so. However, the law sets out exhaustively the type of agreements that cannot be subject to arbitration; these include labour law contracts and disputes arising between social security organisations and their members. Professional chambers and other representative organisations may be designated as *permanent arbitration bodies* by ministerial decision. This has been the case, for instance, for the Athens Chamber of Commerce and Industry or the National Authority of Post and Telecommunications (EETT, see also Section 2.1 below).

The out-of-court dispute settlement if the complaint originates from consumers falls also within the competence of the following bodies in Greece:

- i) The *Committees for Amicable Settlement* that are formed at the level of local authorities (art. 11 of law 2251/1994, herein also "the Consumer Protection Law" (no website);
- ii) the European Consumer Center if the opposing parties (consumers on the one hand and providers on the other hand) are based in different Member States. The representative authority of this Center

in Greece is the *Consumer's General Secretariat in the Ministry of Development* (<http://www.efpolis.gr>);

iii) the authority representing Greece within the European SOLVIT network, being *the Ministry of Economy* (<http://www.ypetho.gr>, e-mail: solvit.greece@m nec.gr);

iv) the FIN-NET network for disputes arising from the provision of monetary services at a cross-border level;

v) *the Banking Ombudsman*. This authority is competent to intervene in consumers' complaints against bank institutions at national level. He also represents Greece in the FIN-NET network regarding cross-border settlements (<http://www.bank-omb.gr>).

vi) *The General Secretariat for Commerce*: It is the authority in charge of the amicable settlement of disputes arising between consumers and insurance companies and functions under the auspices of the Ministry of Development. As the Banking Ombudsman, this authority has also a cross-border competence as member of the FIN-NET network (<http://www.gge.gr>).

vii) *The Ombudsman of the citizen*, having as mission the settlement of disputes between Greek citizens and governmental authorities or the public service (<http://www.synigoros.gr>).

Codes of conduct in the e-commerce/e-business area become all the more popular as an efficient instrument for "self-regulation" within professional bodies and associations representing various e-business activities. The Greek e-commerce act (Presidential Decree 131/2003, art. 15) stipulates that codes of conduct prepared within professional unions or consumer bodies are approved by the Minister for Development and are published in the Greek Gazette (official journal). Initiatives to prepare codes of conduct have been conducted within the *e-business Forum*, such as the code of conduct for Internet Service Providers. This Forum brings together a wide range of market stakeholders (from government to professional associations active in the internet area, academia and SMEs) with a view to disseminating knowledge about a wide range of e-business issues and to pave the way towards new policy, legal or market initiatives. The website of this Forum is: <http://www.ebusinessforum.gr>. The Forum's activities are carried out under the auspices and financial contribution of the Ministry of Development.

2. Electronic Signatures

2.1 National legislation and administrative practices

The EU electronic signatures Directive (99/93/EC) has been transposed in Greece by the Presidential Decree 150/2001 on "the implementation of the Directive 99/93/EC of the European Parliament and the Council relating to the community framework for electronic signatures" (herein also the e-sign Decree)³. The law entered into force on 25 June 2001.

³ Greek Gazette ("ΦΕΚ") 125 Α' /25-6-2001.

With a very few, not significant, differences, the e-sign Decree follows the letter of the Directive. It designates the National Authority of Post and Telecommunications (EETT) as the responsible supervisory authority for the CSPs established in Greece⁴ ("qualified" and "non-qualified"), as well as for the set-up and functioning of voluntary accreditation mechanisms and the assessment of the conformity of electronic-signature products (art. 4 of the e-sign Decree)

Another presidential decree (342/2002) regulates document exchanges by e-mail in the public service (at the governmental level or by local administrative bodies), or between public authorities and private parties (natural or legal persons, in the context of "e-government")⁵. This regulation imposes the use of the "digital" signature for certain document exchanges, in particular the transmission of decisions taken by public bodies or the sending of certificates and attestations via e-mail). However, this law does not expressly require the use of any specific type of *functional* e-signature (hence, the "advanced" or "qualified" e-signature) for these exchanges to be valid. On the contrary, in order to determine the legal value and functional prerequisites of the digital signature referred to in its text, this law makes reference to the e-sign. Decree.

In its role of supervisory authority, EETT has issued a number of acts implementing the provisions of the e-sign Decree on the supervision and voluntary accreditation of CSPs and conformity assessment of signature creation products. These acts are:

1. Decision 248/71 of 15 March 2002 *on the provision of certification services in relation to electronic signatures;*
2. Decision 295/63 of 24 November 2003 *for the designation of bodies to determine the conformity of secure signature creation devices and trustworthy cryptographic systems and products and the conformity of CSPs to the criteria of voluntary accreditation.*
3. Decision 295/64 of 24 November 2003 *on the conformity assessment of secure signature creation devices and of trustworthy cryptographic systems and products.*
4. Regulation 295/65 of 24 November 2003 *on voluntary accreditation of CSPs.*
5. Decision 308/37 of 24 April 2004 *for the selection of a technological solution for the implementation of a scheme for voluntary accreditation.*

⁴ According to the e-sign Decree, CSPs issuing qualified certificates, as well as CSPs issuing other (non-qualified) certificates are subject to the authority's supervision.

⁵ Presidential Decree 342/2002 *on the transmission of documents via e-mail between public authorities and local administrative bodies or between those bodies and natural or legal persons or entities subject to private law*, ΦΕΚ Α' 284/22-11-2002.

The e-sign. Decree has literally transposed art. 5 of the e-signature Directive concerning the legal effects of electronic signatures. Accordingly:

“An advanced electronic signature which is based on a qualified certificate and is created by a secure-signature-creation device is equal to a handwritten signature both in (substantive) law and legal proceedings” (art.3 §1 of e-sign Decree). On the other hand:

“The legal effect of an electronic signature or its admissibility as evidence in legal proceedings cannot be denied solely on the grounds that the requirements of the above paragraph are not met (art. 3 §2 of the e-sign Decree).

As in many other Member States, the above-stated provisions have caused a lot of confusion on the market regarding the legal effect of electronic signatures *that are not qualified*. On the other hand, many provisions of the Greek civil code still refer to *handwritten* signatures (real estate transactions, warranties, wills, etc.) creating somehow the impression that only the electronic substitutes of these signatures, thus the qualified electronic signatures, are valid.

Jurisprudence is not abundant on the issue of electronic signatures. *Case 1327/2001 of the First Court of Instance of Athens* is the first case that has been ruled by a Greek court following the adoption of the EU Directives on e-commerce and e-signature. The decision outlines the legal value of e-mail communications and their ability to bear acts of legal significance. Also, it provides some basic indications on the criteria and principles that the Greek judge has followed while assessing the equivalency of an electronic signature to a handwritten one.

In this case, the Greek judge was asked to decide whether a statement of a private person recognizing a debt towards another person that was contained in an e-mail could generate legal effects. In his decision, the Greek judge pointed out that the printed form of an e-mail, being an electronic document, can contain an expression of will of a private party and, as any other private document, can be accepted as evidence in legal proceedings. Furthermore, the e-mail address can be considered as the electronic equivalent of the handwritten signature since it is linked to a specific individual (the sender of the e-mail) and identifies this sender in a unique manner towards the e-mail recipient.

The unique link of the e-mail address to the sender is implied by the fact that the e-mail address is formed in an original way combining characters selected by the user and symbols chosen by the service provider, in a way that makes it impossible for another party to use the same e-mail address without the knowledge, consent or approval by the legitimate e-mail address holder. The location of the signature with respect to the e-mail message it accompanies cannot have any significant evidential consequences, contrary to the importance that

this element may have at the examination of a traditional (paper-based) document.

Two of the five CSPs that are registered on the directory held by the EETT issue qualified certificates: ADACOM S.A. (<http://www.adacom.com>) and ASYK S.A. (<http://www.ase.gr>). ADACOM is an official member of IDEAL and provides PKI services and security solutions for electronic networks. The company issues qualified certificates to final users or legal entities that wish to act as certification authorities. It may also provide other certification-related services, such as time-stamping, management of key pairs, and OCSP services (on-line certificate status protocol). ASYK provides the technical and electronic systems' support to the Stock Exchange of Athens (ATHEX). ASYK created its own PKI in order to secure the electronic communications/correspondence between the ATHEX and the companies registered to it. Paper-based exchanged documents have been replaced by electronic documents that are sent digitally signed through the messaging system "HERMES" (Hellenic Exchanges Remote Messaging Services). To enable this functionality, ASYK issues to ATHEX members a smart-card that contains two certificates: a qualified certificate and an authentication certificate.

For the time being, there has been no concrete initiative in Greece for the issuance of e-IDs. On the contrary, a number of other important e-government projects use already an electronic signature functionality (but not a qualified electronic signature) or may be associated with an electronic signature function in the future. These projects are:

- a) Submission of electronic social security declarations and contributions (esp. by employers) to IKA. IKA is the biggest social security organisation of Greece (<http://www.ika.gr>)
- b) Submission of tax declarations (income tax for natural persons and VAT declarations for legal persons) to the tax authorities through the electronic service TAXISnet (<http://www.taxisnet.gr>).
- c) SYZEFXIS (<http://www.syzefxis.gov.gr>): This is a milestone project for e-government and PKI that is carried out by the Greek Ministry of the Interior, Public Administration and Decentralisation. It aims at the provision of integrated services to citizens using modern and user-friendly government information and transaction systems. On its PKI part, the project entails the issuance of qualified digital certificates to 50,000 employees and the issuance of server certificates for 2,000 servers of the public administration. Finally, this PKI infrastructure involves the usage of SSCDs being smart-cards.

No specific problems have been arisen regarding the transposition of the Directive in the Greek legal system. Nevertheless, the Directive, and consequently the Greek law having implemented it, have been found to leave a number of issues quite "open" to diverging interpretations by Member States. On the other hand, many hurdles and questions arise during the implementation of the Directive, and

consequently of the Greek e-sign law in practice. These conclusions have been drawn by market stakeholders attending the e-business forum (see description above, p. 2).

In 2004, the e-business forum has set up a special Working group to discuss the status of electronic signatures and e-signature certificates in Greece from a legal and technical/market perspective. During the working sessions of this group, it was especially pointed out that:

- The development and maintenance of a technical framework (solution) to support the wide implementation of electronic signatures remains still quite costly and with uncertain return on business investment.
- Initiatives from market stakeholders to implement electronic signatures have at present being dispersed, with isolated market effects. To-date, there has been "no critical mass" of e-signature applications to make the electronic-signature functionality attractive to users.
- The absence of a "critical mass" is explained by the fact there is a lack of interoperability between various e-signature products and services offered to the users.
- A number of other practical difficulties arise, such as: i) how organizing voluntary accreditation; ii) what kind of signature should be used for applications in the public sector; iii) how guaranteeing the long term validity of electronic signatures; iv) how ensuring interoperable use of electronic signatures in the banking sector, v) the protection of personal data of the e-signature holder, etc..

To note that, the Working Group on electronic signatures of the e-business forum is one of the latest initiatives that focused on electronic signatures applications in Greece.

Also, the EETT has assigned an internal working group a specific research project within its supervision scope. The project is currently examining the following:

1. The market situation for electronic signatures in Greece (public and private sector), trying to outline the reasons for their slow uptake.
2. The market situation for electronic signatures in the European countries.
3. Measures that could promote the voluntary accreditation scheme in Greece.
4. Measures that could facilitate the supervision of the operating CSPs in Greece.

Within the scope of this research, EETT has also held a number of meetings with the public and private sector major CSPs, as well as the Union of the Hellenic Banks, and is also preparing a major awareness campaign.

In this context, EETT held this month (May 2006) a formal meeting to discuss the problem of hacking in e-banking transactions and ways to combat it. The meeting was attended by representative banking institutions, the police and internet service providers. During this meeting, it was proposed, amongst other measures, to encourage the use of electronic signatures in e-banking transactions.

One of the very draft conclusions from the research carried out so far is that the major boost in electronic signatures can only be expected from a boost in their applications (e.g. e-government services, e-invoicing, e-procurement, e-banking).

2.2 Cross-border regulatory issues

Taking into account, the lax interpretation of the electronic signature in the above-stated ruling of the Court of First Instance of Athens, it appears that electronic signatures originating in other Member States can be accepted in the Greek legal system as long as they fulfill the legal functionalities of a signature [i) they can identify the signatory and ii) they are uniquely linked to the signatory].

This conclusion is also relevant to the recognition of QES: Since the e-sign. Decree does not impose any stricter requirements for the creation of QES than these of the Directive, any "qualified" signature on the basis of the Directive can automatically be recognised as such in the Greek legal system.

In principle, any natural or legal person may obtain an electronic signature for private purposes. Five certificate operators are registered within EETT as providers of electronic signature certificates and certification-related services, who may provide their services to any interested person (individual or company) established in Greece or not.

The only restrictions to this are:

- a) According to the EETT Decision 248/71 of 15 March 2002 *on the provision of certification services in relation to electronic signatures*, only natural persons can be the right-holders of qualified certificates.

Following the feedback we received from EETT this restriction complies with the Directive's requirements. The Directive defines the signatory as "a person who holds a signature-creation device and acts either on his own behalf or on behalf of the natural or legal person or entity he represents". This definition in combination with the fact that the advanced e-signature is assimilated to the handwritten signature, which by its nature is attached only to natural persons, led to the adoption of the said restriction in the Decision 248/71.

- b) Certain e-government applications can practically be used by persons who interact already with the Greek administration: For

instance, in order to be able to submit a tax declaration electronically, the person concerned (natural or legal) needs to have been registered previously with the local tax authority. On the other hand, we must admit that persons who are not subject to the Greek tax system have obviously no reason to use the specific e-government application.

EETT recognises as standards able to establish compliance to the legal requirements:

- a) Any standards that are referred to the Official Journal of the European Communities and which have been explicitly adopted in order to help the implementation of the e-signature Directive. The only referred standards in the OJ are for the time being the EESSI standards;

(or in the absence of such references):

- b) any standards and/or specifications that are adopted by the European Standardisation Organisations (CEN, CENELEC and ETSI)

or

- c) any national standards and specifications that have been recognised in accordance with the Greek legislation.

Regarding the recognition of qualified certificates issued by CSPs not established in Greece, EETT established the following rule⁶: Qualified certificates of CSPs established in another EU Member-State and which are accredited are legally equivalent to qualified certificates issued by CSPs accredited according to the Greek law on condition that the security of the certification services which are provided by the foreign CSP are equivalent to the legal requirements of the Greek legal system. The same provision stipulates that EETT may conclude bilateral or multilateral agreements with the authorities and bodies in charge of CSP accreditation in other countries in order to establish the procedure for the recognition of the equivalence.

⁶ EETT Decision 295/65 of 24 November 2003 *on voluntary accreditation of CSPs*, art. 11.

3. General elements of electronic contract law

3.1 National legislation and administrative practices

3.1.1 Electronic invitation to make an offer, submission of an offer and acceptance of an offer

The validity of electronic contracts depends on the existence of the same conditions which are required for the conclusion of any contract made off-line. According to article 167 of the Greek Civil Code *"the expression of the will of a person has legal effects only if it reaches the person it was supposed to reach"*. In addition, art. 192 stipulates that *"a contract is concluded as soon as the statement for the acceptance of the offer reaches the person who has tendered the offer"*. However, art. 193 sets out that *"the contract is concluded as soon as the offer is accepted by its recipient in case that, in the light of the particular circumstances of the case, the content of the specific offer or according to the transactional morals (business usages), there is no need to transmit the acceptance of the offer to the party who made it"*.

According to the Greek legal rules, an offer is binding upon the party who made it up to the point of time that the recipient has fixed in his offer. If no such deadline is fixed in the offer, the offeror is bound by its offer up to the point of time that, in the light of the given circumstances, he was obliged to wait for the acceptance (art. 185 and 189 of Civil Code).

These legal rules about the nature, legal effect and binding force of an offer underpin any kind of e-business transaction, both in a B2B and B2C context.

For transactions made on-line, legal theory appears to accept that the will to transact is formed as soon as the party types on his computer all the elements necessary to have a legally-valid offer or acceptance.

On the other hand, according to the prevailing legal doctrine, the acceptance of the offer is considered to have reached the offeror as from the moment the acceptance has entered his *"sphere of influence"*. For electronic transactions, the statement is considered that it has reached the sphere of influence of the recipient at the moment it has been successfully received in his electronic *"letterbox"* (mailbox). What is important is that the statement has reached the party's computer server; actual knowledge of the message's content (i.e. by reading the e-mail) is not required.

The statement of will of the person who accepts the offer is expressed for example when the operator is pressing the "OK" key in case the contract is concluded through a website or by sending an e-mail if the contract is concluded through the e-mail.

On the other hand, any statement of acceptance that reaches the offeror with delay is considered as a new offer to transact. Any acceptance modifying elements of the initial offer is considered as a new offer (art. 190 of the Civil Code).

The offer is considered to be tendered when the order of the counterparty is placed through the Internet. The confirmation of the order from the supplier should follow, which may or may not contain the statement of the acceptance of the supplier.

The e-commerce Directive has been transposed in the Greek legal system by the Presidential Decree 131/2003 (herein below "the e-commerce Decree")⁷. The e-commerce Decree confirmed the legal validity of transactions concluded through the use of electronic means (art. 8). Additionally, in the B2C e-commerce relations Law 2251/1994 for the protection of consumers (herein below Consumer Protection Law) applies. However, a number of agreements cannot be concluded by electronic means. These categories are:

- i) contracts that create or transfer rights in real estate;
- ii) contracts requiring the involvement of courts, public authorities or other professions exercising public authority;
- iii) ~~contracts~~ contracts governed by family law or by the law of succession.

The fourth category stipulated in the e-commerce Directive (contracts of suretyship) does not constitute an exception under the Greek law.

This law incorporated into the Greek legal system the following Directives:

- a) 85/374/EC concerning liability for defective products.
- b) 85/577/EC in respect of contracts negotiated away from business premises.
- c) 93/13/EC on unfair terms in consumer contracts.
- d) 84/450/EC concerning misleading advertising.
- e) 92/59/EC on general product safety
- f) 2002/65/EC on the distance marketing of consumer financial services.

The law also contains provisions for the consumer protection on *distance sale contracts*.

According to this law, a consumer is any natural or legal person for whom the products or services offered in the market are intended or who makes use of such products or services provided he is their end-user.

⁷ Presidential Decree 131 on the implementation of Directive 2000/31 of the European Parliament and Council relating to certain aspects of information society services, in particular electronic commerce, in the internal market, ΦΕΚ Α / 16.05.2003.

In view of the above wide definition of "consumer", most of the legal theory supports that the law can also apply to businesses, if they act as end-users (i.e. as the final recipients) of particular services or goods. Several writers are of the view that the exact interpretation should be made on an "ad hoc" basis taking into consideration on the one hand the ratio of the provisions of law to be applied in the context of European law (the particular Directives and their interpretation by European Courts) and on the other hand the negotiating strength of the parties⁸.

These laws provide the requirements for the valid conclusion of electronic contracts in both B2B and B2C transactions. In summary, these requirements are:

a) *Information requirements on the service provider*: The provider of the service through the internet shall furnish to its counter-parties specific types of information in a clear, unambiguous and comprehensible way and prior to the passing of any order. The information that has to be disclosed concern the same elements that are prescribed in the e-commerce Directive (technical steps for the contract conclusion, archiving of contract, correction of errors, language(s) in which the contract will be drafted, relevant codes of conduct) [art. 9 of e-commerce Decree].

b) *Form of presentation of contract terms and general T&C*: copies that can easily be saved and reproduced [art. 9 of e-commerce Decree].

c) Service provider shall *acknowledge* that he received the recipient's order [art. 10 of e-commerce Decree];

d) Service provider makes available to counter-parties appropriate technical means to correct errors before the placing of an order [art. 10 of e-commerce Decree].

As in the e-commerce Directive (articles 10 and 11), the above provisions consist "*ius cogens*" only when one of the parties acts as a consumer in the sense defined in the Directive (acting for purposes which are outside his trade, business or profession). When both parties are acting in the framework of their professional activities, they may deviate from the application of the above provisions following a specific agreement.

Thus, a contract concluded through electronic means can be considered as legally valid and binding on the parties who transacted only if the above conditions are met. To note that it is not necessary to fulfil the above conditions if the contract has been concluded exclusively through e-mails that have been *exchanged individually* between the parties (and hence, e.g. not through the filling-in of an order form on the service provider's website).

⁸ E.PERAKIS, The meaning of "consumer" under the new law 2251/1994, DDE 1995, 32.

It is accepted by legal theory that the advertising of goods or services through the Internet consists an invitation of the supplier to the public for the submission of offers (*invitatio ad offerendum*), not a conclusive offer. On the contrary, it is considered that the service provider makes a binding offer once it invites the recipients to fill in an electronic (standard) order form that has put on his internet website. As soon as the recipient presses the "send" button for the transmission of the electronic standard form, it is presumed that there is agreement for the conclusion of the specific contract.

MOREOVER, for B2C transactions:

On the basis of Directive 97/7/EC on distance contracts, the Consumer Protection Law provides that any transaction concluded at a distance, and hence through electronic means, *is invalid in favour of the consumer* in case that the service provider has not taken the necessary care to transmit to the consumer all information stipulated in a specific clause of the Law and this prior to the conclusion of the transaction. Elements that should be brought to the knowledge of the consumer are: identification elements of the service provider, description of the essential characteristics of the product or service in question; c) the price, quantity and the transport costs, including any additional VAT; d) the mode of payment, etc. (art. 4 §2).

Furthermore, the provider is bound to provide other kind of information to consumers after the conclusion of the contract: For example, the service provider is obliged to provide to the consumer the address of its location (shop) being nearest to the consumer's address, or explanations about after-sales services and product/service guarantees. If this information is not provided (until the moment of delivery of the ordered product or service at the latest) the contract is invalid and the invalidity favours the consumer (art. 4 §9).

Additionally, the Law provides that the consumer is entitled to step back from the contract concluded electronically within 10 working days as from the date of delivery of the product or service. Concerning the provision of services, the date of delivery is the date at which the consumer has received all necessary documents informing him about the conclusion of the said contract (art. 4 §10)⁹.

Information obligations in relation to electronic contract conclusion

Please note that the following organisations have been approached in order to provide some evidence on whether enterprises established

⁹ To answer this section, following documentation has been used: ELIZA ALEXANDRIDOU, *e-commerce Law*, 2004, p. 45-60, IOANNIS D. IGLEZAKIS, *The legal framework of e-commerce 2003*, p. 127-155, IOANNIS KARAKOSTAS, *Law & the Internet 2003*, p.165-187, THEODOROS SIDIROPOULOS *Internet Law, 2003*, p. 80-82, *e-business forum The institutional framework and e-business in Greece-Interaction and prospects*, Final deliverables of work group D1, Athens June 2003, p.33-45.

in Greece comply with the above-stated *legal requirements* on the conclusion of electronic contracts:

- Representative consumer organisations: KEPKA (<http://www.kepka.org>), INKA (<http://www.inka.gr>); EKATO (<http://www.ekato.gr>); EKPOIZO (<http://www.ekpizo.org>)
- The Greek Internet Society Forum (<http://www.esoc.gr>)
- The Banking Ombudsman (<http://www.bank-omb.gr>)
- The "Advocate of the Citizen" (tel.: +30 210 7283 664)

A few of these authorities confirmed to us that, indeed, they have received a few complaints of consumers or internet users in general on e-commerce matters.

On the other hand, there is no information on these issues on the websites of the given organisations. We have asked to be sent any literature on the subject matter that is publicly available (such as public surveys, reports, position papers, etc.). We will complete this report with the practices' findings when we receive this information. Nevertheless, most of the organisations pointed out that, this kind of information may exist but used for internal purposes only. In order to make available these documents, the organisations concerned would like to receive an official proof (statement, etc.) of the nature and objectives of the present survey

The e-commerce Decree transposes the country of origin principle of the e-commerce Directive. Accordingly, operators that are established in Greece are subject to the Greek e-commerce act, irrespective of whether they provide their products or services within the Greek territory or in another Member-State (art. 2 §1). The law provides a number of exceptions (enumerated in an exhaustive way in art. 2 §3) to this rule. Thus, the country of origin rule does not necessarily apply to:

- Authorship and related (intellectual property) rights and the rights defined in Directives 87/54/EC on the legal protection of topographies of semiconductor products and Directive 96/9/EC on the legal protection of databases, including industrial property rights.
- Advertising of transferable securities, according to art. 44 §2 of the Directive 85/611/EC;
- Specific provisions of a number of Directives regarding direct insurance (Directives 92/49/EC and 92/96/EC).
- The freedom of contractual parties to opt for the law applicable to their contract.
- Contractual obligations deriving from contracts concluded with consumers.

- Contracts that create or transfer real estate rights insofar as these contracts are subject to requirements of form in the country in which the property is situated.

- Unsolicited commercial communications by e-mail.

According to the e-commerce Decree, the service provider is obliged to provide information about the language(s) in which the contract can be concluded (art. 9 §1, d)). Also, the additional information that the seller needs to supply to consumers as it was described above should be provided in the language in which the contract was drafted (art. 4 §9 of the Consumer Protection Law).

3.1.2 *Standard terms and unfair clauses*

The Consumer Protection Act provides an article on standard T&C (art. 2).

This provision lays down that T&C cannot bind consumers if such clauses were not disclosed to them at the time of the contract conclusion or if consumers were actually deprived from the possibility to get real knowledge of the content of such clauses (i.e. by reading them), [art. 2 §1].

Furthermore, T&C should be indicated in clear, readable form on an obvious part of the contract (art. 2 §3).

Also, T&C that were prescribed unilaterally by the provider alone or a third person on behalf of the provider must be interpreted in favour of the consumer's interests, in case there is a doubt about their meaning (art. 2 §5).

Moreover, general terms, which result to unreasonable imbalance between the rights and the obligations of the contracting parties to the consumer's detriment, are forbidden and, if they exist in a contract, they are null and void (art. 2 §6).

Finally, paragraph 7 of the same article provides in an indicative way some examples of unfair clauses.

The above provisions apply also to electronic contracts concluded with consumers.

In the light of the above rules, T&C that: a) have *explicitly* been communicated to consumers in time up to the moment of the conclusion of the electronic contract, b) are identified as such and c) maintain a fair balance between the contractual parties are legally valid and enforceable.

Thus:

- Standards terms that are sent to consumers or businesses in an electronic order confirmation are valid if the above-mentioned

conditions are fulfilled.

- T&C uploaded on the website of service providers are also valid, if they are identified as such and are placed in a clear and obvious way on the website.
- T&C that consumers have accepted by a point-and-click clause are also valid, on condition that they immediately direct consumers to read the content of these terms before clicking the acceptance button¹⁰.

The usual consequence of assessing a contractual clause as unfair in both B2B and B2C transactions is to have it declared by the judge as “null and void”. In rare situations only, such clauses will imply the nullity of the whole contract (e.g. in case that the annulment of the unfair clause pre-empts the contract of its material object, etc.).

The assessment of the fairness/unfairness of a clause by the judge is built upon the following rules:

- the clause should be as clear in its meaning as possible;
- the terms imposed to the counter-party must be as concrete as possible and should define the criteria on which subsequent modifications to these terms may be operated;
- in all circumstances, counter-parties should be informed as early as possible regarding any amendment whatever of these terms or of their conditions;
- the clause should in any case exclude any right of unilateral modification or unilateral cancellation without a specific, special and important reason (art. 2 §7 of the Consumer Protection Law).

Regarding jurisdiction and amicable settlement for disputes arising especially in a B2C context, the following should be pointed out:

A) Unions of consumers consisted of at least 500 active members may lodge a *collective complaint* for the protection of the public interest of the consumers’ community in general. They may primarily demand:

a) The omission of the illegal behaviour of the service provider even before any violation is committed, especially when this violation infringes the legal rules in a number of areas, such as in standard T&C, distance selling and e-commerce rules.

b) Compensation for moral damages (art. 10 of the Consumer Protection Law).

B) Disputes that arise between consumers and providers may be heard by special dispute-settlement committees that are set up at

¹⁰ The following references have been used to answer the questions under this section: YANNIS K.KARAKOSTAS, *Consumer Protection L. 2251/1994*, 1997 edition, p. 41-69; APOSTOLOS GEORGIADIS, *General principles of Civil law 3rd edition*, 2002 p. 395-407 and *Contract Law, General Part*, 1999 p. 12-24 and p. 176-181; MICHAEL P. STATHOPOULOS, *General Contract Law, General Part*, 3rd edition, 1998, p. 243-265; *e-business forum The institutional framework and e-business in Greece-Interaction and prospects*, Final deliverables of work group D1, Athens June 2003.

the level of local authorities (*prefectures*). These committees are formed by a lawyer assigned by the local Bar, a representative of the local Chamber of Commerce and Industry and a representative of the local representative consumer body. These committees are competent to hear disputes that are brought before them either by an individual consumer or a local consumer protection organisation. The committee rules on the case, taking into account the law in force and transactional usages. However, the fact that a dispute is submitted before a dispute-settlement local committee does not prevent interested parties to lodge a formal complaint before the competent court. On the other hand, the decision taken by these committees on specific cases do not bind the court in the formation of its ruling.

On the issue of standard terms and conditions, the market usages in both B2B and B2C transactions is that such clauses can most of the times be found on the provider's website and can be downloaded by the counter-party using a hyperlink. A practice that may pose concerns as to its fairness is the incorporation of quite wide liability disclaimers in the providers' T&C. In principle, liability disclaimers that are formulated in extremely wide terms and so that providers are actually exempted of any responsibility even if they fail to provide essential elements of their service violate the obligation they have by law perform the contract.

3.1.3 *Choice of law and forum*

Greece has ratified the Rome Convention of 19-6-1980 [European Convention on the applicable law to contractual obligations] with Law 1792/1988 and the Convention is in force since April 1, 1991.

Article 3 of the Convention institutes the rule of the freedom of the choice of law in contractual relationships. The parties are free as a rule to choose the applicable law. The system of rules of private international law set by the Rome Convention may lead to the application of a law which is not the law of a party to the Convention. This is not a reason for such law to be excluded from application according to the specific provision of article 2 of the Convention. This practically means that applicable law (*lex contractus*) is the *lex voluntatis*, even if that applicable law leads to a country which has not ratified the Convention.

The absolute freedom of choice is restricted by the rules of compulsory law (*ius cogens*), regardless of the parties' choice. If all other elements relevant to the situation at the time of the choice are connected with only one country, whose compulsory law rules are violated with the choice of law of a third country, such choice of law will not be valid (article 3 paragraph 3 of the Convention).

The conclusion is that the contractual parties may choose as applicable law a foreign law which has no connections with the parties, only on the condition that the rules of the public order of the country which is more closely connected under the particular circumstances with the contract are respected.

Regarding the choice of forum, the EC Regulation 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, that has replaced the Brussels Convention of 1968 on the same issues, applies in Greece.

The Regulation's rules on the applicable forum in disputes involving consumers protect also the consumers established in Greece. On the other hand, art. 5 §2 of the Rome Convention sets out that, although contractual parties are free to choose the applicable law, the national imperative rules (*ius cogens*) which concern especially consumers are directly applicable and cannot be deviated. Thus, in B2C contracts national imperative consumer protection rules apply *de facto*, irrespective of whether the choice of law of the parties has been done before or after the occurrence of a dispute.

3.1.4 *E-commerce Directive and choice of law*

The Greek jurisprudence seems to accept the country of origin principle provided that imperative provisions of the Greek legal system (rules of public order) are not violated through the choice of another law. The Greek High Court confirmed this principle in decision 591/2002. Although the ruling does not refer to e-commerce activities, it can be applied by analogy in electronic contracts as well¹¹. According to this decision, the main establishment from which a company exercises its business activities, as well as the principal residence of natural person (criterion of the country of origin of the e-commerce Directive and Decree) constitute rebuttable presumptions according to art. 4 §2 of the Rome Convention (and, thus, cannot bind the judge to follow only the rules of this forum).

3.2 **The market practices and cross-border regulatory issues**

Please note that the following organisations have been approached in order to provide some evidence on the business experiences with regard to the choice of law and forum in e-business. These authorities are:

- Representative consumer organisations: KEPKA (<http://www.kepka.org>), INKA (<http://www.inka.gr>); EKATO (<http://www.ekato.gr>); EKPOIZO (<http://www.ekpizo.org>)
- The Greek Internet Society Forum (<http://www.esoc.gr>)

¹¹ This view has also been expressed in the final deliverable of work group D1 of the *e-business forum The institutional framework and e-business in Greece-Interaction and prospects*, Athens June 2003, Chapter 4, Section B "Principle of the country of origin of the ISP".

- The Banking Ombudsman (<http://www.bank-omb.gr>)
- The "Advocate of the Citizen" (tel.: +30 210 7283 664)

A few of these bodies confirmed to us that, indeed, they have received a few complaints of consumers or internet users in general on e-commerce matters.

On the other hand, there is no information on these issues on the websites of the given organisations. We have asked to be sent any literature on the subject matter that is publicly available (such as public surveys, reports, position papers, etc.). We will complete this report with the practices' findings when we receive this information. Nevertheless, most of the organisations pointed out that, this kind of information may exist but used for internal purposes only. In order to make available these documents, the organisations concerned would like to receive an official proof (statement, etc.) of the nature and objectives of the present survey

It should be pointed out the inconsistency in the definition of "consumer" in the Greek legislation. As noted above, whereas the e-commerce Decree includes in the definition of "consumer" only natural persons following the Directive's definition, the Consumer Protection Act has adopted a wider definition of consumer. In terms of this law, a consumer is any natural or legal person acting outside its course of business. This inconsistency may cause a practical problem since important rules on the formation of contracts when contracting with a consumer at a distance are provided in the Consumer Protection Act. This clearly contradicts the more specific e-commerce legislation (e-commerce Decree) that also includes significant provisions related to the formation of e-contracts with consumers.

This inconsistency may have some practical consequences on applying the rules on the formation of electronic contracts in a cohesive way in Greece. This inconsistency may also have a practical impact at a cross-border level given that a "consumer contract" under the Greek law has a broader meaning than in the European regulation.

4. Electronic invoicing, payment and other matters related to execution of electronic contracts

4.1 National legislation and administrative practices in the fields of electronic invoicing, payment and delivery

4.1.1 Electronic invoicing

Directive 2001/115/EC has been transposed in the Greek legal system by Law 3193 on invoicing rules and VAT electronic services¹². There have been no particular problems in the transposition of this Directive.

On the basis of the Directive, the Greek law legitimises the use and transmission of electronic invoices and the electronic archiving of e-invoices. According to this law, invoices may be transmitted on paper or by electronic means, on condition that the recipient accepts the electronic form. Invoices should not be signed in order to be legally valid. As invoices, the law defines any kind of document in paper or electronic form which fulfils the requirements of this law.

Invoices sent by electronic means are accepted provided that the authenticity of their origin and the integrity of their content are ensured by: a) the use of an advanced electronic signature according to the provisions of the e-sign Decree (see our explanations above; or b) the use of EDI (same wording as Directive's clause 2c). The Greek law does not provide any other alternative technical means that may be used instead of the advanced electronic signature or EDI.

In case that invoices are to be sent outside of Greece, thus in another EU Member State or a non-EU country, the law requires, in addition to the transmission of the e-invoice by the use of the above-stated means, the submission of an additional summary document on paper. This paper document shall at least reproduce the identification details of the contracting parties and the total value of the transaction in question (art. 6). Indeed, the Directive has left on the Member States to decide whether an additional summary document on paper would be necessary (art. 2, c) second slash)). The Greek legislator requires such a formality but only for cross-border transmissions of invoices. Nevertheless, according to the Greek law, this summary paper is not necessary as long as copies of invoices are kept by the transacting parties.

The seller is obliged to keep copies of all the invoices issued by him or on his behalf and for his account by his customers or third parties. He also has the obligation to archive all invoices he receives (art. 8). On the other hand, the seller may choose on his discretion the place on which invoices will be archived (within or out of the Greek territory), on condition that invoice data are made available to the responsible authorities at their request without unjustified delay.

¹² As published in ΦΕΚ 266 Α' / 20.11.2003.

However, sellers are requested to notify to the authorities the place of archiving of the invoices if such archiving takes place abroad prior to any actual storage (art. 9). In addition, if the electronic storage of e-invoices abroad does not guarantee full on-line access to the data concerned, sellers are obliged to archive the said invoices on paper within the Greek territory.

Also, when the storage of electronic invoices takes place in countries with which no legal instrument exists relating to mutual assistance in the scope of Regulation 218/1992 and the national legal instruments of the same scope, *the seller is obliged to archive the invoices he receives or the ones he sends in paper form and within the Greek territory, irrespective of the initial form in which the said invoices were issued.* This restriction complies with the letter of the Directive (for-last paragraph of art. 2b) of Directive).

4.1.2 *Electronic payment*

A number of amendments have been brought to the Greek Consumer Law (2251/1994) through the adoption of the ministerial decision ministerial decision KYA Z1-496 of December 7, 2000 in order to cover consumer protection in contracts concluded at a distance.

This ministerial decision has in fact transposed into the Greek legal system provisions of the Directive 97/7/EC on the protection of consumers in respect of distance contracts. Following art. 8 of the Directive (payment by card), the Greek Consumer law lays down:

In case of fraudulent use of his payment card in the framework of an electronic payment, the consumer can request the cancellation of payment according to the corresponding articles of the Civil Code. He is entitled to be recredited with the sums paid or have them returned (art. 11 §2).

To note that Greece has transposed the EU Recommendation 97/489/EC of July 30, 1997 "in relation to transactions carried out by means of electronic payment instruments and in particular the relationship between holder and issuer, by the Ministerial Decision Z1-178/2001¹³. In the scope of this ministerial decision are covered e-payment transactions both in the B2B and B2C context.

However, contrary to the Directive's scope of application covering any electronic payment instrument, the Greek Decision focuses on payments made *by electronic cards* only. Other means of e-payment are not at all referred to in the Decision's text.

In accordance with art. 6 of this Recommendation, the Greek decision provides:

¹³ ΦΕΚ 255 Β.

Article 4

1. up to the time of notification, the holder bears the loss sustained in consequence of the loss or theft of the card up to a limit, which may not exceed ECU 150, except where he/she acted with extreme negligence, in contravention of relevant provisions under Article 3 (respective art. 5 (a), (b) or (c) of Directive), or fraudulently, in which case such a limit does not apply.

2. As soon as the holder has notified the issuer (or the entity specified by the latter) as required by Article 3 (b), except where he/she acted fraudulently, he/she is not thereafter liable for the loss arising in consequence of the loss or theft of his/her electronic card.

3. By derogation from paragraphs 1 and 2, the holder is not liable if the card has been used, without physical presentation or electronic identification (of the instrument itself). The use of a confidential code or any other similar proof of identity is not, by itself, sufficient to entail the holder's liability.

The Directive 2002/65/EC has been implemented in Greece by Ministerial Decision Z1 -659 of May 10, 2005¹⁴. This Decision can be found incorporated into the Greek Consumer Law (251/1994) in (the new) art. 4a. The new provision follows literally the Directive's text.

The Greek banks that are active in electronic payments publish number of guidelines and information brochures with the aim to make Greek business aware about the advantages in cross-border electronic payments brought by Regulation 2560/2001. For instance, the Association of Hellenic Banks has recently published a guide on the advantages of the IBAN and BIC codes. The document can be downloaded in Greek only from the website of the Association at: <http://www.hba.gr/iban.pdf>.

4.1.3 *Delivery of the good or provision of services ordered electronically and withdrawal period*

The defective or non-delivery of the object of the contract (good or service) is governed by Civil law rules which apply both in B2B and B2C context. The Directive 1999/44/EC has been transposed in the Greek legal system by Law 3043 of August 21, 2002 and secondary legislation (i.e. the circular Z1/71 of the Ministry of Development regarding the application of Law 3043/2002). Subsequent to this transposition, the Section of the Civil Code on sales has been amended (art. 534-561 of the C.C.).

¹⁴ ΦΕΚ 720 Β

With regard to consumers, special provisions of the Consumer Act on defective goods are also applicable.

Art. 534 sets out the seller's obligation to deliver the object of the transaction without defects and with the qualities agreed in the contract. However, in case of defective delivery, the buyer may: a) request the seller to repair the goods or to replace them, in either case free of charge, unless this is impossible or disproportionate; b) to reduce the price; c) to withdraw from the contract, unless the defect or lack of the agreed quality is minor (art. 540 of C.C.). Another important aspect of the recent regulatory amendment is the definition of the seller's liability in case that the product or service is delivered with defects or without the agreed qualities. The seller is liable irrespective of whether he acted by fault or negligence. The seller may be exempted from his liability only when the buyer knows about the defect or lack but not if the consumer intentionally ignored it. The buyer may exercise his rights during five years for real estate transactions and up to two years for movable property (the deadline starts as from the day of the delivery, not the date at which the buyer discovered the default or lack).

Besides these rules that benefit both harmed enterprises and consumers in their quality of buyers, special provisions concern only consumers. Notably, the suppliers is obliged to inform consumers in the Greek language or with internationally-recognised symbols before the sales contract is concluded about specific elements prescribed in law: clear instructions about the product's/service's use, conservation, maintenance, as well as information regarding inherent and hidden risks during the use and maintenance. The Consumer Act sets out also a specific provision about defective products (art. 6) more favorable to consumers than the general rules of the Civil Code (e.g. exercise of consumers' rights within three years as from the time at which the consumer has been informed or discovered the defect or damage caused by the product).

Disputes arising from the defective or non-delivery of goods or services may be brought before the courts (judicial redress) or be resolved by arbitration, especially if the counter-party is a consumer (please see our reply in Question 1 and Section 3.1.2). The public authority in charge of ADR in consumer disputes and submission of complaints is the General Secretariat for Consumers within the Ministry of Development. To note that all disputes arising in the framework of the e-commerce Decree (electronic contracts, distance selling, etc.) *irrespective of whether they concern B2B or B2C transactions* can be brought at first before the ADR authorities described in the Consumer Protection Act (see Section 3.1.2). This is what the e-Commerce Decree states expressly in art. 16.

4.1.4 *Delivery of a good that is not in conformity with the contract*

The Directive 1999/44/EC has been transposed in the Greek legal system by Law 3043 of August 21, 2002 and secondary legislation (i.e. the circular Z1/71 of the Ministry of Development regarding the

application of Law 3043/2002). Subsequent to this transposition, the Section of the Civil Code on sales has been amended (art. 534-561 of the C.C.). No problems have been arisen during the transposition, since the law follows the rationale of the Directive.

A new article (art. 5) has been inserted in the Consumer Protection law, the basic clauses of which are the following:

The guarantee provided to consumers' shall be in writing or on another durable medium available and accessible to them; it shall contain in clear terms and in the Greek language at least the name and address of the guarantor, the product which is guaranteed, the guarantee's exact terms, its duration, territorial scope and the rights awarded to consumers on the grounds of the Greek law.

The terms of the guarantee shall comply with the principles of good faith and should not be waived by extremely stringent disclaimers. The duration of the guarantee shall be reasonable taking into account the average life duration of the product.

Even if the above requirements are infringed, the guarantee remains always valid in favour of the consumer, who can invoke its existence of the guarantee.

With respect to the applicable law, it is foreseen that provisions that are more beneficial to consumers than the provisions of the law that has been chosen in the contract should always remain valid.

4.2 Cross border regulatory issues

On the basis of the national rules having implemented it invoices issues in other M-S are in principle valid and legally acceptable if the requirements of law are met by these invoices. Practical problems in this mutual recognition may arise taking into account that:

- According to the EETT Decision 248/71 of 15 March 2002 *on the provision of certification services in relation to electronic signatures*, advanced signatures can be issued only to natural persons.
- Invoices issued in other M-S and sent by other means than AES or EDI may not be recognised as valid under the Greek law. Given that the Greek e-invoicing law limits the transmission means to these two technologies only.

Another problem concerning e-payments in general is that, for the time being, Greek rules on this issue focus on the use of e-payment cards, not other means of payments (mobile phones, PC banking, etc.). Also, that present rules concentrate mostly on the protection of consumers as holders and users of e-payment cards, leaving aside e-payment transactions taking place in the B2B context.

5. General assessment

Most of the European legal instruments that regulate the broad subject area of e-contracts, e-signatures and e-payments have been transposed in the Greek legal system, without major differentiations from the Directives' texts. In cases in which these Directives were leaving a margin of discretion to Member States with regard to certain provisions, the Greek legislator follows the strictest approach, especially in relation to rules in the B2C context.

Regarding the market practices on all these issues, almost all the authorities and representative organisations approached ascertained that the market hurdles regarding the implementation of the specific rules in Greece do not differ from the problems confirmed at the EU level. Most of these organizations base their answers to reports, documents, position papers and other evidence prepared by their representative associations at EU level or the Commission itself.

In a few cases whereby specific market problems are reported, they mostly concern problems that consumers encounter when buying certain goods on-line, especially by making use of e-payment cards.

Our overall assessment regarding the level of protection of stakeholders (business and consumers) in e-commerce and e-business is that, with a few exceptions (e.g. e-payment instruments) the minimum legal rules set down in the Directive are reflected in the Greek legal system. The major difficulty is the implementation of these rules.

Implementation problems basically arise from two major factors:

a) Lack of "critical mass" of applications in certain areas (notably, e-signatures). It is hoped that the new e-government projects that are now under development in Greece (see Chapter 2.1 above) may contribute to changing this situation.

b) Still unclear view about how far harmonization is achieved in certain other areas (again e-signatures area, e-invoicing, e-contracts).

It seems also that there are ambiguous views in both the legal doctrine and the market about which rules apply at a national AND cross-border level on the choice of applicable law and jurisdiction in contractual relations.

Another "down-side" concern consumers' overall approach to e-commerce. It is impressive what was pointed out during some interviews with consumer organisations: consumers are many times content to report the problem and complain informally before these bodies, but they are hesitant to take any further action (for amicable settlement or recourse to court). In most cases, they prefer to

abstain from a transaction or future transactions when they encounter a problem, rather than to try to sort it out.

The personal view of the correspondent is that significant steps have been taken in Greece to improve the consumers' education on the use of the internet and, hence, to enhance consumers' confidence in on-line transactions. User-friendly and easy-to-understand explanations on e-commerce issues are provided on many websites (from the representative organisations, public authorities, etc.). Legal rules, at least the ones regarding consumers, can also be found easily on-line. There is a plethora of information that Greek consumers may use to update themselves on legal and administrative developments in the e-commerce area. These websites also provide detailed information about ADR mechanisms and the bodies in which complaints may be addressed. On the contrary, information and education material for SMEs' and enterprises, although it also exists, it is more difficult to find.

However, our view is that the above barriers are not particular to the Greek situation but reflect concerns at an EU level. Therefore, maybe the best approach to encounter them is to encourage actions at a European level and not to isolate initiatives in one or a few countries only.

Annex: National legislation on e-business

Basic legal acts

- Presidential Decree 150/2001 on the implementation of the Directive 99/93/EC of the European Parliament and the Council relating to the community framework for electronic signatures (full text of law in Greek only can be found at <http://www.ebea.gr/ecommm/legal/index.htm>)¹⁵.
- Presidential Decree 131/2003 on *e-commerce* (full text of law in Greek only can be found at: <http://www.ebea.gr/ecommm/legal/index.htm>)¹⁶..
- Law 2251/1994 on *the protection of consumers* (consolidated version. Full text of law can be found in Greek only at: www.efpolis.gr, URL: www.efpolis.gr/content/content.asp?catid=60)¹⁷.
- Rome Convention of 19-6-1980 [*European Convention on the applicable law to contractual obligations*] as ratified by Law 1792/1988 (publication on Greek Official Gazette (access by private account))..
- EC Regulation 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, as directly applicable in Greece.
- Law 3193 on *invoicing rules and VAT electronic services* (full text of law in Greek only can be found at: <http://www.ebea.gr/ecommm/legal/index.htm>)¹⁸.
- Law 3043/2002 on *the sellers' liability about defects and lack of agreed qualities* (full text of law in Greek only can be found at: <http://www.efpolis.gr>, URL: www.efpolis.gr/content/content.asp?catid=60)¹⁹.

¹⁵ *Proedrikon Diatagma 150/2001: Prosarmogi tis Odigias 99/93/EC tou Europaïkou Koinovouliou ke tou Symvouliou sxetika me to koinotiko plaisio gia tis ilektronikes ypografes.*

¹⁶ *Proedrikon Diatagma 131/2003 peri ilektronikou emboriou.*

¹⁷ *Nomos 2251/1994 peri prostasias ton katanaloton (tropopoïimenos).*

¹⁸ *Nomos 3193 sxetika me kanones timologisis, rithmiseis ΦΠΑ ilektronikon ypiresion ke alles diatakseis.*

¹⁹ *Nomos 3043/2002 peri euthinis tou politi gia pragmatika elattomata ke ellepsi synomologimenon idiotiton, tropopoïisi diatakseon tou Kodika Politikis Dikonomias ke alles diatakseis.*

Implementing Regulation of above-stated acts

- Decision 248/71 of 15 March 2002 *on the provision of certification services in relation to electronic signatures* (text can be found in Greek only on the website of the supervisory authority EETT, at: www.eett.gr);
- Decision 295/63 of 24 November 2003 for the designation of bodies to determine the conformity of secure signature creation devices and trustworthy cryptographic systems and products and the conformity of CSPs to the criteria of voluntary accreditation (text can be found in Greek only on the website of the supervisory authority EETT, at: www.eett.gr);
- Decision 295/64 of 24 November 2003 *on the conformity assessment of secure signature creation devices and of trustworthy cryptographic systems and products* (text can be found in Greek only on the website of the supervisory authority EETT, at: www.eett.gr);
- Regulation 295/65 of 24 November 2003 *on voluntary accreditation of CSPs* (text can be found in Greek only on the website of the supervisory authority EETT, at: www.eett.gr);
- Decision 308/37 of 24 April 2004 *for the selection of a technological solution for the implementation of a scheme for voluntary accreditation* (text can be found in Greek only on the website of the supervisory authority EETT, at: www.eett.gr);
- Ministerial Decision KYA Z1-496 of December 7, 2000, transposing most of the provision of the Directive 97/7/EC in the Greek Consumer Protection Law (text can be found in Greek only on the website <http://www.efpolis.gr>, URL: <http://www.efpolis.gr/content/content.asp?catid=60>).