PRESS RELEASE

 **The Czech Trade Inspection Authority carried out
125 inspections of online shops in the second quarter
and found violations of regulations in 106 inspections**

(Prague, 19 August 2025) **The Czech Trade Inspection Authority continued its inspections of online shops in the second quarter of this year, focusing on those suspected of not fulfilling their legal obligations. In the period from 1 April to 30 June 2025, a total of 125 inspections were carried out, verifying compliance with the obligations arising from Act No. 634/1992 Coll., on Consumer Protection, and other legal regulations. Violations of legal regulations were found in 106 inspections, i.e. 84.80% of the inspections carried out.**

The control action is permanently focused on the compliance of sellers with their obligations when selling by means of distance communication. Legal entities and natural persons conducting their business via the Internet, including mobile applications and social networks, were audited. The social networking environment poses a risk to consumers in that they are often not provided with the mandatory information about the seller and therefore do not know with whom they are entering into a contract, including information about their rights regarding withdrawal and possible complaints.

A total of 386 cases of breaches of laws and regulations related to the offer and sale of products and services via distance communication were detected during the control action.

**Act No. 634/1992 Coll., on Consumer Protection, was violated in 173 cases in the second quarter. The most frequent finding was a violation of Section 13 in 63 cases, which requires the seller to inform the consumer of the scope, conditions and method of exercising the right to claim for defective performance,** together with information on where the claim can be filed. **The next most frequent finding was the use of unfair commercial practices in 52 cases**, which may distort the consumer's economic behaviour and lead the consumer to make a decision he would not otherwise have made. These were mainly infringements of Article 4(4) in relation to Article 5(1), (2), (3) (24 cases), where **the seller was found to have acted deceptively towards the consumer by providing false or misleading information about the product, service, price, service, seller, consumer rights**, etc. Furthermore, Section 4(4) in relation to Section 5a(1), (2) or (5) (26 cases), where **a misleading omission** was found because the seller or service provider failed to provide the consumer with essential information about the product or service, or withheld the information or provided it in an unclear, ambiguous or incomprehensible manner. Of these, 17 cases concerned **consumer reviews** under Section 4(4) in relation to Section 5a(5), where the seller failed to inform whether and how it ensures that the published consumer review comes from a consumer who has actually used or purchased the product. In 2 cases, violations of Section 4(4) in relation to Section 4(1), i.e. unfair commercial practices other than those falling under Section 5, Section 5a or Section 5b, were found. **Another significantly violated provision** was § 14(1), (2) (27 cases), where **the seller did not inform the consumer in any way about the out-of-court settlement of consumer disputes** (ADR).

**Act No. 89/2012 Coll., the Civil Code, was violated in a total of 151 cases in the period under review.** The most frequent violation of the provisions of Section 1820 (92 cases) was found, which relates to communication before the conclusion of a contract when using means of distance communication. Of these, in 43 cases it was found that **the consumer was not informed of the conditions, time limits and procedure for exercising the right of withdrawal**, as well as the model form for withdrawal under paragraph 1(i). Another frequent infringement (13 cases) concerned paragraph 1(l), which refers to the indication that the consumer does not have the right to withdraw from the contract or under what conditions the right to withdraw ceases. In 29 cases, **sellers were found not to have provided the consumer with the text of the contract and the general terms and conditions in text** **form** when using electronic means to conclude the contract in accordance with Article 1827(2). The last most frequently violated provision of the Civil Code was the provision of § 1826a(2), which **obliges the trader to ensure that the consumer explicitly acknowledges when placing an order that he is obliged to pay**. If the order is made using a button or similar control, it must be marked with an easily legible "order committing to payment" or other appropriate unambiguous wording. A total of 15 breaches of this obligation were found.

Violations of other legal regulations, which are subject to the supervision of the CTIA, were proven in 62 other cases.

**On the basis of violations of legal regulations within the scope of the CTIA's supervision**, detected during the inspection action, **a total of 167 fines in the total amount of CZK 3,448,500 came into force** in the period from 1 April to 30 June 2025.

The results of the inspections confirm long-standing deficiencies in the area of compliance with consumer law in distance selling. Inspections of online shops are among the most demanding in terms of time and the expertise required of inspectors.

The above-mentioned ratio of inspections with the detection of violations of legal regulations should be related to the system of selecting specific online shops for inspection - the Czech Trade Inspection Authority focuses, on the basis of an initial screening, on online shops that show a likelihood of non-compliance with the legal obligations of their operators. The inspections are carried out on the basis of previous indications of violations of the law, either on the basis of external stimuli or on the basis of own research and previous inspection activities.