ADVANT Beiten

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Selling on e-commerce platforms: What should be kept in mind?

Русская версия

Effective from 1 October 2026, Federal Law No. 289-FZ dated 31 July 2025 "On Certain Issues of the Regulation of the Platform Economy in the Russian Federation" (hereinafter the "**Platform Law**") enters into force. This law applies to Russian e-commerce platforms, ridesharing companies, delivery services, service aggregators, and many other online platforms. There are exceptions: for example, the Platform Law does not regulate the operations of the electronic resources of banks and other financial institutions, or online shops where the owner exclusively sells their own goods and services.

All intermediary e-commerce platforms will be listed in a special register. The Russian government will set the criteria for classifying e-commerce platforms as intermediary platforms, the rules for creating and keeping the register, the information to be included in the register, as well as the conditions and procedure for listing platforms in the register and removing them from the register.

Administrative liability will be established for breaching certain provisions of the Platform Law, in the form of fines on both the vendors and the operators of e-commerce platforms. The draft federal law to implement this has passed first reading.[1] If the law is adopted, vendors and e-commerce platforms will be required to more carefully monitor their product pages and be more proactive in addressing violations as they are discovered.

We recommend paying particular attention to the following key changes that will affect the business of Russian and foreign companies that sell products on Russian e-commerce platforms (hereinafter "**Marketplaces**").

1. Status of corporate vendors on the Marketplace

Pursuant to Article 7 of the Platform Law, if a vendor is a foreign legal entity, it will be required to include information on the product page[2] stating that the product is being offered by a foreign vendor, and must also inform the customer of the specific aspects of purchasing goods from a foreign vendor.

Thus, if a Marketplace classifies a vendor as a foreign entity, the vendor must provide the corresponding information. For a Russian subsidiary with European ownership, it is important to make sure that the subsidiary’s profile identifies it as a Russian legal entity.

2. Protecting the rights of rightsholders

Article 7(6) of the Platform Law establishes that if a rights holder discovers infringement of its exclusive rights and lawful interests, they are entitled to demand that the Marketplace cease hosting the infringing information on its platform.

The exclusive rights of rightsholders that are most frequently infringed on Marketplaces are trademarks. Infringing parties publish product pages with photographs of products containing the trademarks of the rightsholder, mention trademarks when describing products and the names of product pages – a rightsholder may also identify such infringements independently by simply searching for their trademark in the search bar of the respective Marketplace.

If the product page with the trademark of the rightsholder is published without their consent, as a general rule the rightsholder is entitled to demand that the Marketplace block such a product page.

If the Marketplace does not promptly respond to the rightsholder’s legitimate demand, then the Marketplace itself becomes the infringing party and assumes joint and several liability with the vendor.

The blocking of a product page merely requires filing a written complaint with the Marketplace, with the attachment of a document proving registration of the trademark (national or international) protected in Russia and the power of attorney issued in the name of the individual who will sign this complaint.

We recommend checking popular Russian Marketplaces on a regular basis for the illegal use of your trademarks. Practice shows that in the majority of cases Marketplaces rapidly block infringing pages.

3. Requirements on the product page

The Platform Law contains detailed requirements on the product pages for goods. Among other things, the product page must provide information on branding and compliance certificates (if required for such goods).

As a general rule, a product page on a Marketplace is not considered advertising, since such information is aimed at aggregating and systematising the goods of a single group and is intended to provide the consumer with information on goods in a particular category or from a particular manufacturer.

However, in certain cases when the information is aimed not so much at informing the consumer of the product range or activity of a company as at attracting attention to a specific product and making it stand out among other such products, such information may be declared to constitute advertising. For example, if a certain product is given special attention, if excessive, emotionally coloured positive information about the product is given, or if the page urges users to purchase the product, then this information may be declared to be advertising[3] regardless of the fact that it is provided on the product page.

We recommend reviewing what information is provided on product pages on Marketplaces. If this information is essentially advertising, then it must meet all the requirements contained in Federal Law No. 38-FZ dated 13 March 2006 "On Advertising".

If the products are imported, check that all the documents, certificates, information on the "Chestny Znak" (Honest Sign) system, etc., have been uploaded correctly. Otherwise the platform will have to block the product page.

We recommend starting a review of the existing document package early, as Marketplaces are expected to exercise greater control over product pages once the law enters into force.

3. Greater scrutiny: Sales of food supplements, medicines, and medical goods

Article 7(2) of the Platform Law stipulates that Marketplaces may not host product pages for supplements that have not undergone the process of the state registration if these supplements are specialised food products that must be registered in accordance with the acts of the Eurasian Economic Union and the legislation of the Russian Federation.

Consequently, if the data in the product page for a supplement does not match the information in the register of Certificates of State Registration of the Federal Service for the Oversight of Consumer Protection and Welfare (Rospotrebnadzor) (for example, if the certificate had expired or there was in actual fact no such certificate), the product page will not be published.

Similarly, more stringent controls will apply to sales of pharmaceuticals and medical goods, pesticides, and agricultural chemicals. For example, if the information on a medical good submitted by the vendor to the Marketplace is at variance with the information on the registration of the medical good in the State Register of Medical Goods and Organisations (Individual Entrepreneurs) Producing and Manufacturing Medical Goods, publication of the product page will be prohibited.

At the same time, however, the registration *per se* in Russia of a medical good, medicine, supplement, etc., still does not grant third parties the right to freely offer them for sale on a Marketplace. As in the majority of cases the trademarks on such goods and their packaging are protected in Russia, the publication of a product page, even if the respective goods have been duly registered, will as a rule still require the consent of the rightsholder of the trademark.

We recommend that the producers of medicines, medical goods, supplements and other goods regularly monitor Marketplaces and immediately file demands with the Marketplace operator to block pages when they identify infringements. The sale of infringing and counterfeit, substandard, and unregistered goods could cause harm to the lives and health of consumers, and also inflict reputational damage on the actual producer.

5. Regulating discounts

The Platform Law introduces legal remedies to protect the profit margin of a vendor from the mandatory marketing activities of a Marketplace. Pursuant to Article 9 of the Platform Law, the Marketplace may not lower the product price at the vendor’s expense without the express consent of the vendor. The vendor is entitled to:

- establish a minimum price below which a discount may not be applied;
- determine specific timeframes for participation in promotions;

- prohibit discounts if they are given at the vendor's expense;
- withdraw their previous consent to a discount (if the product sale and purchase agreement has yet to be concluded).

The Marketplace is required to notify the vendor of planned promotions five business days in advance, so that the vendor has sufficient time to adjust their participation in the promotion or to decline to participate in the campaign.

As in the past, the form of the vendor's consent to discounts is established by contract. At the same time, the Platform Law requires that a vendor be technically able to regulate discounts promptly through its user profile. A Marketplace may not "punish" a vendor, for example, by reducing a vendor's rating or changing the rank of a product page in search system if the vendor refuses to offer discounts.

Once the amendments enter into force, it will be necessary to make sure that a setting for "minimum price" appears in the user profile.

We also recommend checking existing contracts with Marketplaces. It is advisable to compare the legal regulation of discounts and marketing promotional campaigns in existing contracts with Marketplaces with the amendments that will enter into force from 1 October 2026, in order to organise business processes in advance. In future, vendors will be required to track more proactively all notices from the Marketplace and to promptly provide feedback.

6. Unilateral amendments to a contract by a Marketplace

Pursuant to Article 12 of the Platform Law, a Marketplace is required to send notices to vendors on amendments to a contract at least 45 days in advance. This concerns instances where the Marketplace increases its commissions, introduces new fines, establishes more stringent acceptance criteria, etc. In the case of technical or organisational changes, notices must be sent at least 15 days in advance. The changes must comply with antitrust legislation and may not create preferences for one vendor over others on a non-arms' length basis.

Vendors must organise their business processes so that they are able to promptly track all the notices issued by a Marketplace.

7. Disputes with the Marketplace

Article 14 of the Platform Law establishes a mandatory 15-day procedure for the pre-action settlement of disputes if the Marketplace has restricted or terminated a product page, restricted access to a user profile, reduced a product's rating, or changed the position of a product page in its search results.

The Marketplace must rescind these measures within 48 hours if a complaint is found to be justified. It is expected that this pre-action procedure will reduce the burden on the court system and the parties' litigation costs.

Companies must set up their legal departments so as to ensure that the pre-action procedure becomes an effective tool for business. In other respects, the procedure for resolving differences between vendors and the Marketplace is governed as it was before, by the contract between the parties.

These changes do not affect disputes between rightsholders and Marketplaces regarding the blocking and deletion of product pages on which, for example, the trademarks of rightsholders or other intellectual property assets had been used illegally. Since as a rule Marketplaces are considered to be information intermediaries, in order to hold them liable for the infringement of intellectual rights, it is essential that the Marketplace operator knew or should have known of the rights being infringed, but failed to take measures to block or delete the contested content. Alternatively, the Marketplace operator may find out about an infringement from a complaint filed by a rightsholder.

Accordingly, we recommend that if rightsholders identify infringements of their intellectual property rights on Marketplaces, they should send written complaints to the Marketplace, including references to the specific product pages that the rightsholder believes must be deleted. Evidence of the registration of the trademark and a power of attorney from the signatory must be attached to such complaints.

8. Tax aspects

If customers in Russia are offered goods through a Marketplace from corporate and individual vendors from other EAEU countries (Kazakhstan, Belarus, Kyrgyzstan, and Armenia), the Marketplace acts as an intermediary tax agent and must itself charge and pay VAT on goods sold, separating out the amount of tax from the prices of goods (Article 174.3(1–3) of the Russian Tax Code).

The special VAT rules do not apply to Russian subsidiaries or to foreign suppliers from outside the EAEU and their separate divisions within Russia: they must charge and pay VAT themselves under the usual rules when trading on Marketplaces.

Vendors on Marketplaces should also remember that their tax bases for corporate income tax, personal income tax, or special tax regimes includes the entire amount of revenues from sales through the platform, including the commission (agency) fees of the Marketplaces. For tax purposes, these fees are considered part of their revenues; they can later be accounted as deductible expenses for tax purposes where the law allows.[4]

Although for now the differences in the taxation of Marketplace sales are still minimal, the Russian government is keeping a close eye on the development of e-commerce as part of its efforts to reduce the grey-market sector of the economy, and we can expect to see tax conditions for vendors tighten up in the near future. Marketplaces are already involved in information exchange programmes with the Federal Tax Service, transferring information to the tax authorities on vendors' operating performance and notifying entrepreneurs of the need to provide additional information on their business on the platform.[5] After the entry of the Platform Law into force, there are plans to expand the cooperation between Marketplaces and tax authorities even more.

Should you have any questions regarding the protection of the rights and legal interests of foreign companies in Russia and in CIS countries and the Eurasian Economic Union, rest assured that ADVANT Beiten is always at your disposal.

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[1] Draft law No. 959258-8.

[2] "Product page" means the vendor's offer to sell goods, addressed to users of the Marketplace.

[3] For more details, see the Information of the FAS of Russia "FAS Details What Information Constitutes Advertising" as amended to 24 November 2022.

[4] Letter No. SD-4-3/5416@ of the Federal Tax Service of Russia dated 8 May 2024. URL: https://www.nalog.gov.ru/rn77/about_fts/about_nalog/14923199/.

[5] Order No. ED-7-2/1102@ of the Federal Tax Service of Russia dated 4 December 2024 "On Conducting an Experiment on Information Exchange with Operators of Electronic Platforms ".

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