

## **Decision in the case related to ingatlandepo.com and ingatlanbazar.com**

**According to the decision of the Hungarian Competition Authority (Gazdasági Versenyhivatal – GVH), on the websites [www.ingatlandepo.com](http://www.ingatlandepo.com) and [www.ingatlanbazar.com](http://www.ingatlanbazar.com), statements like “30 days free of charge/30 days for free/you can advertise your property free of charge for 30 days” made between 1 July 2007 and 11 October 2008 and between 1 March 2009 and 24 July 2009 and “Reduced fares for regular customers on the Sciennet system! Register now!” applied between 12 October 2008 and 28 February 2009 by the undertakings Expent Business Club Kft., All Finance Management Kft. and its successor Gyórfi Fuvar Kft., infringe neither the Hungarian Competition Act nor the Act on the Prohibition of Unfair Commercial Practices.**

Based on the complaints of the consumers, the GVH perceived that the consumers could not get proper information about the conditions of the service advertised with the slogan “You can advertise your property on our website free of charge for 30 days” appearing on the websites [www.ingatlandepo.com](http://www.ingatlandepo.com) and [www.ingatlanbazar.com](http://www.ingatlanbazar.com). Later the consumers were invoiced a service that had been advertised as free of charge. The GVH hereby launched a proceeding against Expent Business Club Kft., All Finance Management Kft. and its successor, Gyórfi Fuvar Kft.

In the view of the GVH, the attribute “free” of the online property advertisement for a determined period of time and the fact that after the expiry of that period it became a paying service can be considered as the essential features of the service investigated in this proceeding. The information provided can be misleading if a service advertised as free of charge is not free and if contrary to the information provided the reduced prices are not offered to the customers of Sciennet. It is also deemed misleading if a highlighted advertisement becomes paying after a period free of charge, but the consumer is not given any information about the conditions.

The GVH has established that for being able to make use of the free service, the consumer, of course, had to place an advertisement; other restrictive conditions have not been revealed by the investigation. Furthermore no data have been revealed in the course of the investigation either that any of the consumers placing property ads or any regular consumer of Sciennet would have been excluded from the advertised service. In the view of the GVH, based on the above mentioned, it can be established that the statements about the 30-day-period free of charge and “Reduced fares for tribe costumers of Sciennet! Register now!” on the websites investigated were real.

From the statement advertising 30 days for free, the consumer could presume that after the period of 30 days the service is no longer free of charge and he or she has to pay for it. Then a rational consumer would start to look for targeted information in connection with the service becoming paying. Arising from its nature, the Internet is capable of providing all the

relevant information in a fast and easy way. However the huge quantity of pieces of information provided on the Internet can also mean that decision-making for consumers is rendered more difficult since they have to select between a huge quantity of information, find, choose and process the most relevant information.

The websites investigated functioned as exclusive information channels and sales points at the same time. This fact, according to the GVH, constitutes a burden for the undertakings under investigation that they have to maintain a balance between these two functions when publishing information. However balance was not kept on the websites investigated. Information was only provided to the consumers together with the sales of the products, i.e. registration, placement of advertisement. They could only read the information concerning the details of the promotional service advertised once they registered or placed an advertisement.

In this case it was the General Terms and Conditions (GTC) that contained the most essential information for the consumers about the conditions of the free service and its cessation (i.e. the service is free for 30 days, the consumer is responsible for taking off the advertisement, the advertisement is no longer free after 30 days).

Hereby the GVH had to assess whether the breaking of the balance in a given situation and the constraint to look for information in the GTC prevented the consumers from getting reasonable information.

It has turned out from the investigation that the consumers had the possibility to get familiar with the GTC in the course of the registration process and after it while using their personal inboxes and finally when placing property advertisements. In course of the registration process the GTC was available for the consumers indirectly by clicking on the link built in the rules of the registration. After a successful registration, however, the consumers could also reach the GTC directly by clicking on "GTC" within their personal inboxes. That means that the consumers after the registration and hereby the creation of the personal inbox could get familiar with the conditions of the service without any consequences, i.e. before the placement of the advertisement they could obtain the necessary information concerning the interpretation of the free service.

In case a consumer did not get use of this possibility to get direct information, then at least when placing the advertisement, he or she had to accept the conditions relating to it. First in a highlighted part there was a notice about the essential information in connection with the service becoming paying. After the placement of the advertisement, the consumers had further 29 days to become familiar with the most essential information directly available in their personalised inboxes.

According to the GVH, it can be expected from the consumers – within the framework of a reasonable information gathering process – to look for information related to the placement of the advertisement with due care. In the opinion of the GVH, the necessary information was provided in the GTC. It must be highlighted that in this case the GTC was not very complicated, the consumers were not obliged to read it through and get familiarised with exhaustive information. Neither can we say that when visiting this page the consumers could read the details of the advertisement (that was capable of misleading consumers) and by clicking on it, they could reach relatively lots of additional information.

The GVH is aware of the phenomena of automatic mechanism that consumers using the Internet feel urged to decide quickly and click right away on something. The GVH does not deem it impossible that the websites investigated even reinforced this automatism. However the GVH favours the behaviour that consumers themselves properly look for information

about the essential conditions of a service, taking into account the rational and reasonable searching costs.

Based on the facts revealed by the investigation and mentioned above, the GVH does not deem it reasonable to intervene with competition law tools. The GVH notes that, based on the information available, two thirds of the consumers make the best of the possibility to advertise their property free of charge for 30 days, and then they withdraw their advertisements; hereby this consumer behaviour can be deemed typical. For the remaining one third, it is unknown why they leave their advertisements on. It could happen either against the will of the consumer and hereby he or she has to pay lately or in accordance with his or her will because he or she has chosen this website.