



## VIETNAM CONSUMER PROTECTION RISKS FOR EV MANUFACTURERS IN DATA, APPS, AND CONSUMER TERMS

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Recent enforcement activity by the Vietnam Competition Commission (“**VCC**”) indicates that consumer protection is becoming a sustained regulatory priority in Vietnam. This direction is reinforced by Decision No. 239/QĐ-BCT dated 3 February 2026 of the Ministry of Industry and Trade, which approves the National Program on Protection of Consumer Rights for the 2026–2030 period, emphasizing the strengthening of the legal framework, enhanced enforcement and supervision, including of digital and e-commerce activities, expanded consumer support mechanisms, and the application of digital technologies such as data systems and AI in consumer protection.

For electric vehicle (“**EV**”) manufacturers, the practical implication is that consumer protection risk is not confined to vehicle sales, warranties, recalls or product defects. It may also arise across the broader digital mobility ecosystem, including owner apps, connected-car services, charging platforms, dealer and service-center data flows, subscription features, marketing consent mechanisms, standard terms and other consumer-facing processes.

## **A. Recent Enforcement**

Since 1 January 2026, VCC has published enforcement decisions against seven companies involving consumer protection, which reveals a consistent enforcement pattern aimed at protecting consumers in promotional activities, digital transactions and ongoing consumer-service relationships.

- 14 January 2026 — a domestic trading company — fine of VND 50,000,000
- 22 January 2026 — one of the world's largest social media and content platforms — fine of VND 880,000,000
- 22 January 2026 — a leading Vietnamese technology and digital services company — fine of VND 810,000,000
- 15 April 2026 — a domestic digital transport platform operator — fine of VND 280,000,000
- 16 April 2026 — a major toll collection and transport infrastructure operator — fine of VND 435,000,000
- 7 May 2026 — a global electronics and consumer device manufacturer — fine of VND 290,000,000
- 2 June 2026 — a large multinational direct selling company — fine of VND 410,000,000

VCC has focused on violations such as failures to establish a mechanism allowing consumers to permit or refuse the use of their information for advertising or other commercial purposes, the inclusion of prohibited provisions in standard form contracts and general transaction terms, inadequate disclosure of general terms and complaint-handling procedures, failure to specify the effective timing of general terms and conditions, and failure to execute written contracts for continuous supply of services where required.

## **B. Implications for EV Manufacturers**

While no EV manufacturer has yet been subject to enforcement action, the underlying compliance themes being enforced by the VCC are applicable to EV manufacturers especially as vehicles increasingly incorporate connected features and manufacturers provide app-based functionalities to consumers. These developments provide a useful framework for assessing how consumer protection obligations will apply across the EV ecosystem.

## 1. Consumer Information Protection

### (a) Scope of Consumer Information Protection

Consumer information is broader than personal information and includes information on the consumer's process of purchasing and using products, goods and services, as well as other information relating to transactions between consumers and traders. For EV manufacturers, this means that information relating to the consumer's purchase and use of products or services, and information arising from transactions between the consumer and the manufacturer or its dealers, may constitute regulated consumer information under the Consumer Protection Law.

For EV manufacturers, consumer information compliance goes beyond disclosure and requires implementation of mechanisms allowing consumers to choose the scope of information provided and to express consent or refusal. In particular, EV manufacturers that collect or use consumer information should provide clear mechanisms enabling consumers to: (i) consent to or refuse the sharing, disclosure or transfer of their information to third parties; and (ii) consent to or refuse the use of their information for advertising, product or service promotion, or other commercial activities. Where information is transferred to third parties for storage or analysis in support of the manufacturer's own business activities, such transfer may be conducted without a separate consumer opt-out mechanism for that transfer, provided that the parties enter into a written agreement requiring the recipient to protect the information in accordance with applicable law.

### (b) Personal Data Protection

Where consumer information also constitutes personal data, EV manufacturers should assess compliance with Vietnam's personal data protection requirements in parallel with consumer protection obligations. Key issues include the lawful basis for processing, including valid consent or cases in which processing may occur without consent, as well as transparency, data subject rights, retention and deletion, processor arrangements, advertising and profiling activities, and cross-border data transfers. For EV manufacturers, these requirements may apply across multiple stages of the consumer relationship, including app registration, vehicle activation, charging-service enrollment, warranty administration, maintenance booking, marketing communications and customer-care activities.

Non-compliance may expose businesses to significant sanctions. In particular, unlawful purchase or sale of personal data may lead to a maximum fine of up

to ten times the revenue obtained from the violation, while violations of cross-border personal data transfer requirements may lead to fines of up to 5% of the organization's revenue for the preceding year, subject to applicable legal calculation rules.

(c) Dealer and App Data Flows

The main practical risk for EV manufacturers often arises where the manufacturer maintains a direct digital relationship with consumers through an owner app or connected-car platform, while dealers remain responsible for sales, test drives, delivery, warranty support and after-sales services. In this model, consumer information may move between the manufacturer, dealers, affiliates, charging partners, service partners, marketing agencies and technology vendors. Mapping these data flows and recording purposes, recipients, retention periods, permitted uses and protection obligations is sound compliance practice. EV manufacturers should, as applicable, ensure that their arrangements and records reflect:

- the notified purposes of collection and use; consumer consent or a case where processing may occur without consent;
- the consumer-choice mechanism allowing consumers to choose the scope of information they agree to provide and to express their consent or refusal;
- the contractual role and permitted activities of each data recipient;
- third-party or processor protection obligations;
- retention and deletion arrangements; and
- any required personal data processing or cross-border transfer assessment.

This is particularly important for market entrants using dealer or distributor networks in Vietnam. Even where consumer information is first collected by a dealer, the manufacturer may still face regulatory, contractual and reputational exposure if the information is later used by the manufacturer without appropriate notice, consent and data-sharing controls. The extent of that exposure depends on the manufacturer's conduct, processing role, disclosures, consents, contractual arrangements and actual use of the information.

2. Potential Non-compliant Terms and Conditions

On 24 March 2026, VCC issued an advisory concerning clauses potentially disadvantageous to consumers in automobile purchase deposit arrangements. VCC stated that its review identified clauses showing signs of inconsistency with Article 25 of the Law on Protection of Consumer Rights, including clauses under which deposits are non-refundable in all circumstances, clauses restricting consumers' rights to file complaints or take action affecting the seller, clauses requiring consumers to forfeit deposits for non-performance while sellers merely refund deposits if they fail to enter into the sale contract or deliver the vehicle, and provisions allowing uncertain delivery arrangements or price adjustments without clearly addressing the treatment of the deposit.

EV manufacturers should ensure that their dealer arrangements, deposit terms, and consumer-facing documents comply with the Consumer Protection Law. This is particularly relevant as manufacturers offer value-added services through mobile apps and connected platforms, which may create direct contractual relationships with consumers. Terms governing such services, including app terms, connected-service terms and subscription terms, must comply with consumer protection requirements where they govern a transaction between a trader and a consumer, and continuous-service requirements apply where the relevant service is provided for at least three months or for an indefinite period.

### **C. Messages for EV Manufacturers**

For EV manufacturer market entrants expanding in Vietnam, recent VCC enforcement actions and VCC advisory on automobile sales indicate three immediate compliance priorities:

- EV manufacturers should review how consumer information is collected, used, shared and retained. Consumers should be clearly informed of the relevant purposes and should be provided with mechanisms allowing them to choose the scope of information provided and to consent to or refuse: (i) the sharing, disclosure or transfer of their information to third parties; and (ii) the use of their information for advertising, product or service promotion, or other commercial activities.
- Where consumer information is transferred between the manufacturer, dealers, affiliates, service partners, charging partners, marketing agencies or technology vendors, EV manufacturers should ensure, as applicable, that their arrangements and records reflect the notified collection and use purposes, consumer consent or an applicable case where processing may occur without consent, the consumer-choice mechanism, the contractual role

and permitted activities of each recipient, applicable data protection obligations, retention and deletion arrangements, and any required personal data processing or cross-border transfer assessment.

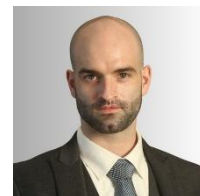
- EV manufacturers should review dealer deposit forms, vehicle purchase documents, app terms, subscription terms, connected-service terms, and other consumer-facing documents to ensure that they do not exclude trader liability, restrict consumers' complaint or litigation rights, allow unilateral price changes, impose disproportionate penalties, or create unclear delivery, refund or price-adjustment obligations in a non-compliant manner.

In light of recent enforcement actions, Decision No. 239/QĐ-BCT, the Law on Protection of Consumer Rights and the personal data protection framework effective from 1 January 2026, EV manufacturers should review their Vietnam consumer-facing framework before launch or expansion, including owner-app consent flows, privacy notices, dealer data-sharing arrangements, marketing consents, deposit forms, app terms, connected-service terms, subscription terms and after-sales documentation.

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