

## Insights

# IMPORTANT CHANGES WHEN YOU CONTRACT ONLINE WITH EU CONSUMERS

## THE NEW RIGHT OF WITHDRAWAL FROM A CONTRACT 'IN THREE CLICKS'

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### SUMMARY

As part of the EU's measures to support consumers contracting with online retailers, it has introduced requirements that retailers make it easier for consumers to withdraw from online contracts, by providing clearer (and well signposted) means of withdrawal online. Despite its name, Directive (EU) 2023/2673 as regards financial services contracts concluded at a distance contains important new rules for *all* online consumer contracts as it amends an important directive on consumer rights (Directive (EU) 2011/83). Online retailers (whether based in the EU or based outside the EU but targeting the EU market) will therefore need to adjust their online contracting processes and ensure they have appropriate online architecture in place to permit consumers to withdraw from a contract in the manner the directive requires. France has now implemented the changes required into French national law, but all EU Member States need to follow suit. Online retailers should be working to implement these new requirements before 19 June 2026.

## PRACTICALITIES

To exercise their right of withdrawal, consumers must be able to click on a button with the wording *"withdraw from the contract here"*, or any other similarly unambiguous wording. This button must be clearly visible for the consumer to identify. This button should also display on the retailer's online interface throughout the cooling off period. This period is generally 14 days but may vary depending on the type of services offered, particularly in the case of financial services.

After clicking on this button, the consumer should be able to confirm their wish to withdraw by using a clearly identifiable feature with the words *"confirm withdrawal here"* (or another similar, unambiguous phrase). This withdrawal declaration must allow consumers to confirm their details easily (surname, first name, the contract which is being ended). Lastly, the consumer must also receive a confirmation of their withdrawal on a durable medium.

In practical terms, this means that online retailers will have to review their UX/UI interfaces in order to implement this feature prominently on their websites to ensure compliance with the requirements of the directive. It also means adapting their CRM processes to manage the practical implementation of the right of withdrawal and its various stages (exercise of the right, confirmation of withdrawal, product returns, refunds). Finally, the entire withdrawal process must be documented so that the retailer can demonstrate its compliance with each stage of the process in the event there is a dispute with the consumer. This new regime will also require marketing and customer services teams to be trained in what this new right will mean for consumers, so that consumer queries can be handled in accordance with the new rules.

## **CONSUMER PROTECTION: THE GLOBAL REACH OF THE EU'S REFORMS**

European legislation protecting consumers tends to have a reach beyond the EU: indeed, most of the protections available to EU consumers do not only apply only to traders who are established in the EU; these protections also apply to non-EU traders when they direct or target their online activity at EU consumers. A retailer will be considered to be targeting the European market if it offers the ability to ship to the EU, has a EU member state language website, or uses euros as the currency of payment. As a consequence, retailers offering services and/or products online and who target EU consumers must also implement this three click withdrawal feature regardless of their location (along with other EU legislation applicable to contracts entered into with EU consumers).

As this three click feature derives from a EU directive, its implementation may vary from one EU member state to another and local specificities may exist. Given these disparities, it is challenging for traders to develop harmonized sales methods complying with all EU member states' regulations, particularly where a trader uses a single online platform for its EU customers.

## **TIMELINES**

EU Member States should have adopted national provisions to implement this three click withdrawal feature before 19 December 2025 and they shall apply those provisions from 19 June 2026. As of today, this directive has been transposed into national law in France, Denmark and Lithuania. So online retailers operating throughout the EU should be working to review their online contracting processes and preparing to implement the withdrawal features required, whilst taking note of any additional requirements in a particular EU Member State, as the rest of the EU completes the implementation process.

## **SANCTIONS FOR NON-COMPLIANCE**

As each EU member state has some latitude as to how it can implement the directive, a multinational retailer faces the prospect of divergent rules as well as cumulative fines for non-compliance across the EU countries in which it operates, if it does not take steps to devise a

compliant e-commerce contracting framework, adjusted for local law implementation of the directive. As an example, in France, non-compliance with the new requirements could result in a fine of up to €75,000. Furthermore, failure to implement the three click withdrawal feature may be deemed a misleading or aggressive practice or a dark pattern prohibited by separate consumer protection regulations. Lastly, It is likely that, in the absence of this feature, consumers will be able to exercise their right of withdrawal by any means and, critically, without being subject to the typical 14 day time limit to do so.

As part of its 2030 consumer agenda launched in late 2025, the EU is actively working to enhance EU consumer protection measures. It is therefore important for non-EU traders who wish to interact with EU consumers to comply with these new regulations and follow the EU's consumer protection legislation agenda.

Thanks to its experience in the digital and retail sectors, supporting marketplaces and online retailers, the Paris office of BCLP can help you with your compliance steps, especially with the structuring of your online offer. If you would like to discuss any issues raised in this briefing, please contact [Pierre-Emmanuel Frogé](#) or your usual BCLP contact.

## RELATED CAPABILITIES

- Retail & Consumer Products

## MEET THE TEAM



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