EUROPEAN
COMMISSION

Brussels, 11.11.2026
COM(2026) 1110 final

2026/0357 (COD)

Proposal for a

DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

amending Directives 2011/83/EU and 2002/58/EC of the European Parliament and of the Council as regards the simplification of certain consumer protection rules

{SEC(2026) 1100 final} - {SWD(2026) 1100 final} - {SWD(2026) 1101 final} - {SWD(2026) 1102 final}

(Text with EEA relevance)

EXPLANATORY MEMORANDUM

1. CONTEXT OF THE PROPOSAL

• Reasons for and objectives of the proposal

The digital era has fundamentally transformed consumer experiences. It has enabled faster, more convenient and wider access to an ever-increasing range of goods and services. At the same time, it has given rise to new and more sophisticated ways of influencing consumers' choices. Along with the indisputable benefits of choice and efficiency, the extensive use of digital technologies allows both old and new unfair commercial practices to affect consumers at scale, exacerbating risks to their economic interests, as well as to their mental and physical wellbeing.

The Fitness Check of EU consumer law on digital fairness[1] evaluated the Unfair Commercial Practices Directive 2005/29/EC[2], the Consumer Rights Directive 2011/83/EU[3] and the Unfair Contract Terms Directive 93/13/EEC[4] over the period 2017-2023. It concluded that these three Directives remain relevant and necessary to ensure a high level of consumer protection online and the effective functioning of the Digital Single Market. At the same time, it identified several harmful, evolving problematic practices that consumers face online, ranging from deceptive interface designs, misleading online price marketing and subscription traps to manipulative data-driven commercial practices. The Fitness Check also pointed to gaps and legal uncertainties in the consumer protection legislation that significantly affect consumers and businesses alike. Finally, it identified some limited potential for simplification and burden reduction, particularly on matters regulated by Directive 2011/83/EU.

In line with the Competitiveness Compass, simplification and burden reduction are one of the overarching goals of the Commission. Commissioner McGrath held an Implementation Dialogue on 15 July 2025 focusing on simplification in consumer law in the digital environment[5]. It confirmed that burdens for businesses resulting from horizontal EU consumer law are limited (e.g. there are no reporting obligations), but there is scope for targeted simplification. In its Conclusions on the 2030 Consumer Agenda, the Council welcomed the aim to simplify rules for businesses and stressed that undue new bureaucracy should be avoided[6].

The present proposal responds to the identified needs for simplification and burden reduction. It has to be read in conjunction with the proposal for a Digital Fairness Act.

This proposal is part of the Regulatory Fitness and Performance Programme (REFIT) and it contributes to simplification, with particular attention paid to SMEs. The burden reduction measures included in this initiative are expected to lead to overall savings.

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1 Commission Staff Working Document, Fitness Check of EU consumer law on digital fairness, SWD(2024) 230 final, 3.10.2024.

2 Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market (OJ L 149, 11.6.2005, p. 22).

3 Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (OJ L 304, 22.11.2011, p. 64).

4 Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29).

5 European Commission, Implementation dialogue on consumer protection in the digital environment with Commissioner Michael McGrath, 2025.

6 Council Conclusions on the 2030 Consumer Agenda, 26 February 2026.

- **Consistency with existing policy provisions in the policy area**

This proposal is coherent with other EU priorities and the Commission's priorities for consumer protection. The Consumer Rights Directive 2011/83/EU will be amended to reduce administrative burdens for traders operating in the internal market without compromising the overall EU objective of ensuring high level of consumer protection.

- **Consistency with other Union policies**

The proposal is also coherent with the existing digital rulebook, including the Digital Services Act (DSA), Digital Markets Act (DMA) and AI Act, the General Data Protection Regulation (GDPR) and ongoing initiatives, such as the Digital Omnibus and the review of the Audio-Visual Media Services Directive (AVMSD). It also seeks consistency with the Commission proposal for the EU KIDS Act.

The complementary application of the digital rulebook and consumer law instruments ensures comprehensive and effective consumer protection[7]. It can contribute to efficient enforcement where authorities coordinate to apply the most suitable remedy[8].

2. LEGAL BASIS, SUBSIDIARITY AND PROPORTIONALITY

- **Legal basis**

This proposal is based on Article 114 of the Treaty on the Functioning of the European Union (TFEU). Article 114 of the TFEU provides for the approximation of laws and commits the EU to a high level of consumer protection, to ensure the functioning of the internal market as foreseen by Article 26 TFEU. Article 169 TFEU and the Charter of Fundamental Rights (Article 38) recall the aim of a high level of consumer protection, with Article 169 TFEU referring specifically to protecting the health, safety and economic interests of consumers.

Article 114 TFEU is the appropriate legal basis. The proposal aims at reducing obstacles to the cross-border supply of goods and services in digital markets, by simplifying specific rules of Directive 2011/83/EU to reduce administrative burdens for businesses and improve legal certainty for businesses and consumers. The policy area falls under shared competence pursuant to Article 4(2)(a) and (f) TFEU. The principle of subsidiarity therefore applies, and the proposal is subject to the subsidiarity control mechanism under Protocol No 2.

- **Subsidiarity (for non-exclusive competence)**

Consumer protection issues, especially in the digital sphere, are intrinsically cross-border and systemic, arising from digital markets that operate across the EU. Nearly half of the respondents to the business survey conducted for the Impact Assessment for the initiative (48%; 592 out of 1 232) agreed or strongly agreed that the absence of harmonised EU rules restricts scalability across Member States, and over half of them (i.e. 52%; 645 out of 1 235) confirmed that differences in the national implementation of EU law hinder cross-border trade.

There is a strong added value for action at the EU level. The results of the targeted surveys conducted for the Fitness Check revealed a consensus about the EU added value of

[7] Complementary application of the DSA and consumer law is demonstrated, for example, by the parallel Commission and CPC network actions regarding online marketplaces Temu and Shein. In these proceedings, the CPC network is addressing consumer protection issues such as fake discounts, pressure selling, forced gamification, missing and misleading information on consumers' legal rights, fake reviews and hidden contact details.

[8] See e.g. Reyna, A., 'Interdisciplinary enforcement in competition and data protection law' (2025).

harmonised rules in the digital area for traders and consumers across the EU. The simplification measures proposed in this Directive will decrease the administrative burden for businesses, including SMEs.

- **Proportionality**

The proposal does not go beyond what is necessary to achieve its objectives. As described in Section 6 of the Impact Assessment Report, the policy options and the specific simplification measures have been assessed also considering the anticipated proportionality of the included measures. These measures represent the least intrusive option capable of achieving the pursued objective and are, therefore, proportionate, as explained in Section 7.2 and 7.4 of the Impact Assessment Report.

- **Choice of the instrument**

The proposal to amend Directives 2011/83/EU and 2002/58/EC takes the form of a directive.

3. RESULTS OF EX-POST EVALUATIONS, STAKEHOLDER CONSULTATIONS AND IMPACT ASSESSMENTS

- **Ex-post evaluations/fitness checks of existing legislation**

The Fitness Check of EU consumer law on digital fairness evaluated Directives 2005/29/EC, 2011/83/EU and 93/13/EEC against the five better regulation criteria over the period 2017-2023. Its conclusions may be summarised as follows:

– Effectiveness: the directives are only partially effective since consumer complaints and detriment remain high, legal uncertainty and legal gaps persist, and there is risk of regulatory fragmentation and insufficient enforcement;

– Coherence: there is consistent and mutually reinforcing internal coherence while external coherence is achieved generally through complementarity to other EU legislation;

– Efficiency: also positive with limitation as the costs and benefits are balanced at societal level and compliance costs are not considered high, with significant benefits for consumers, traders and authorities and specific areas with potential for simplification (e.g. information obligations, right of withdrawal);

– EU added value: EU legal framework achieves moderately or significantly better outcomes than could have been achieved by Member States acting individually;

– Relevance: positive with limitations: Objectives remain highly relevant and there are benefits of a technology-neutral safety-net framework. Different technological and market developments will have an impact on fitness for purpose and are expected to do so at a faster pace in the future (e.g. growing use of AI, automation, personalisation). Application of other EU legislation will impact the relevance.

- **Stakeholder consultations**

In line with the Better Regulation guidelines, there were extensive consultations to ensure a wide participation of stakeholders.

Consultation activities included:

– A Public Consultation, open for feedback from 17 July 2025 to 24 October 2025;

– A Call for Evidence published on the "Have your say" portal, running in parallel with the Public Consultation;
– A quantitative survey with businesses;
– A quantitative survey with consumers (aged 15 years and older);
– A quantitative survey with children (aged 7-14);
– A series of behavioural experiments with consumers (aged 15 years and older);
– A series of behavioural experiments with minors (aged 12-17);
– Qualitative research (focus group discussions) with minors (aged 12-17);
– Three targeted stakeholder surveys with:
  - Business associations;
  - Consumer associations;
  - Public authorities.
– Targeted stakeholder interviews with representatives from businesses, business associations including SME representatives, consumer associations, civil society organisations, including organisations representing children, youth and other vulnerable groups, and academics;
– Roundtable discussions with key stakeholders on specific topics;
– A consultation of minors via the EU Children's Participation Platform;
– An Implementation Dialogue with Commissioner McGrath on consumer protection in the digital environment on 15 July 2025;
– A Youth Policy Dialogue on the Digital Fairness Act on 17 and 18 June 2026;
– Desk research of relevant academic literature, articles, policy papers and online resources.

Account has been taken also of the recommendations of the co-chairs of the Special Panel on child safety online published on 13 July 2026.

A synopsis report of the stakeholder consultation is part of Annex 2 to the Impact Assessment. The factual summary report of the Public Consultation was published on 19 December 2025[9].

The feedback from the consultation activities showed that stakeholders on the consumer side were sceptical whether the simplification measures covered by the present proposal could be implemented without reducing consumer protection, while business stakeholders advocated the need for even further-going simplification.

- **Collection and use of expertise**

The Commission relied on the external evaluation study supporting the Fitness Check, the external study supporting the Digital Fairness Act, surveys of authorities, behavioural research, the Consumer Conditions Scoreboard, the work of the Joint Research Centre and independent academic literature. The supporting studies are referenced in the annexes to the Impact Assessment Report.

[9] Public consultation on the Digital Fairness Act - Factual summary report, December 2025.

- **Impact assessment**

The preferred option is implemented via this proposal for a Directive and the proposal for the Digital Fairness Act. Both proposals are supported by an impact assessment, on which the Regulatory Scrutiny Board (RSB) issued a positive opinion with reservations on 3 July 2026. RSB comments have been addressed in the final Impact Assessment Report.

This proposal for a Directive implements the simplification measures retained in section "6.7 Simplification" of the Impact Assessment Report: (i) traders do not need to provide mandatory pre-contractual information about the right of withdrawal from contracts for online digital content when that right does not apply because the consumer explicitly agrees to receive immediate access to the online digital content; (ii) for digital media (audio and video) content subscriptions, the current 14-day right of withdrawal is replaced with a right to cancel the contract during the first month, subject to paying the full subscription fee for that month (instead of calculating for each consumer the value of the services provided until the withdrawal); and (iii) information requirements are reduced for repeat low value in-app purchases.

It also includes measures to remove overlapping requirements and to ensure consistency with other Union legislation: (i) removal of Article 16e of Directive 2011/83/EU on dark patterns in distance contracts for financial services because dark patterns are being addressed in a horizontal manner in the proposal for the Digital Fairness Act; (ii) removal of specific consumer information requirements of Directive 2011/83/EU relating to features voluntarily proposed by traders and covered by other Union legislation; (iii) removal of the regulatory choice for the Member States in Directive 2011/83/EU regarding online marketplaces to ensure consistency with the EU Digital Rulebook; and (iv) amendment of Article 13 of the ePrivacy Directive 2002/58/EC on unsolicited commercial communications to exclude its application to business-to-consumer communications since they will be regulated in the Digital Fairness Act.

Overall, this initiative will positively contribute to REFIT. While it was not possible to quantify the savings in all cases, these burden reduction measures are expected to lead to EUR 197.5 billion overall savings in 10 years.

- **Regulatory fitness and simplification**

This proposal and the proposal for the Digital Fairness Act are REFIT initiatives. The simplification component is addressed in this Exploratory Memorandum, while the remaining measures are addressed in the Explanatory Memorandum pertaining to the proposal for the Digital Fairness Act.

These proposals create a single set of rules that would give all market participants greater certainty. Consumers will benefit from clearer, more neutral online choices, easier-to-understand pricing and fewer frictions when joining, using or leaving digital services, which builds trust. Large enterprises, with existing legal and compliance capacities, need only to recalibrate design standards and monetisation strategies, shifting towards longer-term, reputation-driven models that reduce short-term flexibility but increase predictability and lower enforcement risk. SMEs may face an initial compliance burden – redesigning interfaces, processes and documentation – due to the measures included in the proposal for the Digital Fairness Act but will, at the same time, benefit from burden reduction due to the simplification measures contained in the present proposal. In addition, after the initial changes, they will benefit from a simpler, more transparent competitive environment allowing them to focus on product quality and innovation. Finally, enforcement authorities

will benefit from clearer rules and tools that enable earlier, preventive intervention, greater consistency amongst Member States and more effective enforcement.

Overall, the proposals are compatible with EU competitiveness objectives. They do not induce systemic cost or innovation disadvantages and provide clear net gains for SME competitiveness, while steering innovation and competition towards more sustainable and trust-based market dynamics.

The proposed simplification measures deliver recurrent cost savings by eliminating redundant information obligations, streamlining repeat transactions and reducing fragmented or low value compliance requirements, without compromising the overall objectives of strong consumer protection. While individually modest, these savings are structural and accumulate over time, particularly for SMEs and high-volume digital businesses.

The proposals are digital-ready and consistent with the operation of the internet. They amend the existing EU legislation introducing new substantive rules for consumer protection without mandating the collection, processing, generation, exchange, or sharing of data to achieve their objectives. They also do not require developing or using specific technologies and solutions by businesses. Finally, they do not impose the development of specific public services that would require digital means for their implementation.

- **Fundamental rights**

The simplification measures provided in the current proposal are compatible with Article 38 of the Charter as they preserve a high level of consumer protection. While some measures included in the proposal for the Digital Fairness Act may limit the freedom to conduct a business (Article 16 of the Charter), this is not the case for the measures included in the present proposal.

4. BUDGETARY IMPLICATIONS

The two proposals do not result in any human resource increases or other costs for the Commission and have, therefore, no budgetary implications. Considering that there is neither a budgetary impact, nor a digital dimension to the proposal, it is not necessary to provide a legislative financial and digital statement.

5. OTHER ELEMENTS

- **Implementation plans and monitoring, evaluation and reporting arrangements**

The proposal takes the form of an amending directive. Member States must transpose the Directive within 12 months after it enters into force and communicate to the Commission the national transposition measures via Themis. The Commission stands ready to provide technical support to Member States to implement the Directive.

Progress towards achieving the objectives of the two proposals will be monitored by a series of core indicators (listed in the Impact Assessment Report). The monitoring framework will be subject to further adjustment according to the final legal and implementation requirements and timeline.

- **Detailed explanation of the specific provisions of the proposal**

Article 1 of the proposal sets out the amendments to Directive 2011/83/EU.

Articles 2, 3, 5, 6, 6a, 8, 9, 11a, 12, 14, 16, 16a, 16e and 29 and Annex I of Directive 2011/83/EU are amended.

Specifically, it is clarified that where consumers request, before the conclusion of the contract, immediate access to digital content which is not supplied on a tangible medium thereby losing their right of withdrawal from the contract according to the exception in point (m) of the first paragraph of Article 16, traders are not required to provide consumers with pre-contractual information about the existence and conditions of the right of withdrawal.

In case of audio and video content subscriptions which qualify as services contracts, the consumer will be able to cancel the contract during the first month, subject to paying the full average subscription fee for one month, calculated based on the whole contract duration. This rule replaces the consumer's obligation to compensate the supplier based on the market value of the services provided until the withdrawal in accordance with the current rules on the withdrawal from services contracts.

The information obligations under Directive 2011/83/EU are simplified for additional micro transactions offered by the same trader to the consumer within an existing digital services contract. Namely, for such micro transactions traders must provide consumers only with the essential information about the main characteristics and the price without repeating static information, such as their identity and contact details.

The information requirements about the trader's complaint-handling policy, after-sales customer assistance, after-sales services and commercial guarantees, codes of conduct, and access to out-of-court complaint and redress mechanisms where traders make such facilities available, are deleted.

Article 11a of Directive 2011/83/EU on the withdrawal function is deleted as it is moved to the Digital Fairness Act.

Article 16e of Directive 2011/83/EU is deleted, as the Digital Fairness Act introduces horizontal rules on misleading interface designs that apply also to financial services contracts concluded at a distance.

Article 2 of the proposal amends Article 13 on unsolicited commercial communications of Directive 2002/58/EC to exclude its application to business-to-consumer communications since they will be regulated in the Digital Fairness Act.

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(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee[10],

Acting in accordance with the ordinary legislative procedure,

Whereas:

(1) The 2024 Fitness Check of Union consumer law on digital fairness identified some potential for simplification and burden reduction regarding Directive 2011/83/EU of the European Parliament and of the Council[11].

(2) Directive 2011/83/EU requires the trader to provide the consumer, before the conclusion of a distance or off-premises contract, with information about the conditions, time limit and procedures of the right of withdrawal and the model withdrawal form. In case of contracts for the supply of digital content which is not supplied on a tangible medium, the consumer loses the right of withdrawal if the performance has begun and, where the contract obliges the consumer to pay, if the consumer has provided prior express consent to begin the performance and acknowledgment that the right of withdrawal will thereby be lost.

(3) Where the consumer provides such consent and acknowledgement before the contract is concluded and the performance of the contract begins immediately after its conclusion, it should be clarified that traders do not need to provide the pre-contractual information about the right of withdrawal and the model withdrawal form.

(4) The rules on the right of withdrawal provided in Directive 2011/83/EU in respect of service contracts, including contracts for the supply of digital services, allow the consumers to exercise the right of withdrawal also after the performance of the contract has begun. In such cases, the trader is entitled to receive an amount which is

[10] OJ C , , p. .

[11] Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64, ELI: http://data.europa.eu/eli/dir/2011/83/oj).

in proportion to the services provided before the consumer exercises the right of withdrawal, which is to be calculated on the basis of the total price agreed. These rules on the right of withdrawal apply also to subscriptions to access audio and video content over a period of time when they qualify as contracts for digital services, that is to say, when they offer content that is of dynamic nature going beyond stable and, where appliable, continuous supply of specific digital content.

(5) Calculation of the amount to be paid by the consumer is individual in every case, which creates additional administrative burden for the supplier and uncertainty for the consumers. Therefore, to ensure legal certainty, the rules on the right of withdrawal of Directive 2011/83/EU should be amended for contracts for digital services consisting of a subscription to access to audio or video content whose performance begins before the expiry of the 14-day right of withdrawal. Namely, the consumer should be able to withdraw anytime within one month from the conclusion of the contract, subject to paying the trader the amount due for one month in case of monthly subscriptions. For subscriptions longer than one month, this amount should correspond to the average price of the digital service for one month, calculated based on the total price for the full duration of the contract, considering any discount periods during the subscription. Since the consumer who withdraws from the contract would pay for the entire one-month period of the contract, the trader should continue providing the digital service to the consumer until the end of that period.

(6) Digital markets have seen a significant increase in micro transactions for the purchase of digital content which is not supplied on a tangible medium, concluded within the framework of digital services, particularly in the context of video games. Such digital content provides additional functionalities and features that are intrinsically linked to the digital service already supplied by the trader to the consumer.

(7) For such micro transactions of low value, it is unnecessary and disproportionate to require that traders provide the full set of pre-contractual information laid down in Directive 2011/83/EU. It is not necessary to repeat the information about, for example, the identity and contact details of the trader, the modalities for payment and performance, or the existence of general statutory rights before the conclusion of every micro transaction because such information has already been provided at the moment of concluding the contract for the respective digital service.

(8) It is, therefore, appropriate to exempt such low value micro transactions from several pre-contractual information requirements laid down in Directive 2011/83/EU, whilst keeping the requirement for the traders to provide the consumer with the essential information about main characteristics and price of the micro transaction. The traders offering micro transactions should also obtain the consumer's express consent and acknowledgement of the loss of the right of withdrawal if the micro transaction is performed immediately.

(9) Directive 2011/83/EU includes information requirements about the trader's complaint-handling policy, after-sales customer assistance, after-sales services and commercial guarantees, codes of conduct, and out-of-court complaint and redress mechanisms when such facilities are available. When traders offer those facilities voluntarily to promote their products, they have market-based incentives to inform consumers about their existence and main features without it being necessary to mandate the provision of such information in law. Certain of those information requirements also overlap with similar requirements in other Union legislation, namely, Directive 2013/11/EU of

the European Parliament and of the Council[12], which lays down specific information obligations for traders regarding out-of-court complaint and redress mechanisms, and Directive (EU) 2019/771 of the European Parliament and the Council[13], which lays down the information requirements about commercial guarantees. Therefore, it is appropriate to remove these information requirements from Directive 2011/83/EU to simplify the regulatory framework.

(10) Directive 2011/83/EU prohibits unfair online interface design in financial services contracts concluded at a distance. Regulation (EU) …/… [*please insert the number of Digital Fairness Act*] introduces horizontal rules on unfair online interface designs that apply also to financial services contracts concluded at a distance. To avoid duplication of the rules, the respective provision and the references thereto should be removed from Directive 2011/83/EU.

(11) Directive 2011/83/EU obliges traders, who offer the conclusion of contracts by means of an online interface, to ensure that consumers can withdraw from contracts by using an online withdrawal function. Regulation (EU) …/… [*please insert the number of Digital Fairness Act*] introduces horizontal rules on fair interface design, including the obligation for traders to provide an online function for the exercise of the right of withdrawal and contract termination. To avoid duplication of the rules, the provision on the withdrawal function and the references thereto should be removed from Directive 2011/83/EU.

(12) Directive 2011/83/EU allows Member States to impose additional information requirements for providers of online marketplaces. Regulation (EU) 2022/2065 of the European Parliament and of the Council[14] sets out horizontal fully harmonized information requirements for the providers of online marketplaces. Under that Regulation, Member States should not adopt or maintain additional national requirements relating to the matters falling within its scope. To ensure consistency, the respective provision and the references thereto should be removed from Directive 2011/83/EU.

(13) Directive 2002/58/EC of the European Parliament and of the Council[15] protects the subscribers and users of electronic communications services from unsolicited communications for direct marketing purposes. This protection is highly relevant for consumers and is being integrated into Regulation (EU) [*please insert the number of Digital Fairness Act*]. To avoid duplication of rules in the Digital Fairness Act and Directive 2002/58/EC, it is necessary to amend Directive 2002/58/EC to exclude the

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12 Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63, ELI: http://data.europa.eu/eli/dir/2013/11/oj).

13 Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28, ELI: http://data.europa.eu/eli/dir/2019/771/oj).

14 Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27.10.2022, p. 1, ELI: http://data.europa.eu/eli/reg/2022/2065/oj).

15 Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) (OJ L 201, 31.7.2002, p. 37, ELI: http://data.europa.eu/eli/dir/2002/58/oj).

application of its rules on unsolicited communications in business to consumer relations.

(14) Directives 2011/83/EU and 2002/58/EC should therefore be amended accordingly.

(15) Since the objective of this Directive, namely the simplification of Union consumer law, cannot be sufficiently achieved by the Member States individually but can rather, by reason of the Union-wide character of the problem, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective,

HAVE ADOPTED THIS DIRECTIVE:

Article 1

Amendments to Directive 2011/83/EU

Directive 2011/83/EU is amended as follows:

(1) Article 2 is amended as follows:

(a) point (12) is replaced by the following:

‘(12) ‘financial service’ means any service of a banking, credit, insurance, personal pensions, investment or payment nature including crypto-asset services;’

(b) the following point is added:

‘(22) ‘micro transaction’ means a contract for the supply of digital content which is not supplied on a tangible medium:

(a) which is concluded in the framework of an existing digital services contract between the same trader and the same consumer;

(b) which is intrinsically linked to the performance of that digital service by providing additional content or features; and

(c) for which the payment to be made by the consumer does not exceed EUR 50 or its equivalent in a virtual currency used by the trader.’;

(2) in Article 3(1b), the first subparagraph is replaced by the following:

‘In the case of distance contracts concluded between a trader and a consumer for the supply of financial services, only Articles 1 and 2, Article 3(2), (5) and (6), Article 4, Article 6a, Article 8(6), Articles 16a to 16d, Article 19, Articles 21 to 23, Article 24(1) and (6), Articles 25 to 27 and Article 29 shall apply.’

(3) in Article 5(1), point (ec) is deleted;

(4) Article 6 is amended as follows:

(a) paragraph 1 is amended as follows:

(i) points (g) and (h) are replaced by the following:

‘(g) the arrangements for payment, delivery, including environmentally friendly delivery options where available, performance, the time by which the trader undertakes to deliver the goods or to perform the services;

(h) where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 11(1), as well as the model withdrawal form set out in Annex I(B) and, where applicable, information about the existence and placement of the withdrawal function referred to in Article [*insert the number of the Article on the withdrawal function*] of Regulation (EU) .../… of the European Parliament and of the Council * [*insert the number of the Digital Fairness Act*], except where, before the conclusion of the contract for the supply of digital content which is not supplied on a tangible medium, the consumer has agreed to begin the performance of the contract immediately after the conclusion of the contract in accordance with Article 16, first paragraph, point (m).'

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* Regulation (EU) …/… of the European Parliament and of the Council of … (OJ…ELI…).';

(ii) point (j) is replaced by the following:

'(j) that, if the consumer exercises the right of withdrawal after having made a request in accordance with Article 7(3) or Article 8(8), the consumer shall be liable to pay the trader reasonable costs in accordance with Article 14(3), or, in the case of a contract for digital services consisting of a subscription to access audio and video content if the consumer exercises the right of withdrawal pursuant to Article 9(1b), that the consumer shall be liable to pay the trader the average price of the service for one month calculated on the basis of the full contract duration;';

(iii) points (m), (n) and (t) are deleted;

(iv) the following subparagraph is added:

'By derogation from the first subparagraph, for micro transactions, the trader shall provide the consumer with the information referred to in the first subparagraph, points (a) and (e).'

(b) paragraph 4 is replaced by the following:

'4. The information referred to in paragraph 1, points (h), (i) and (j), of this Article may be provided by means of the model instructions on withdrawal set out in Annex I(A). The trader shall have fulfilled the information requirements laid down in paragraph 1, points (h), (i) and (j), of this Article if the trader has supplied these instructions to the consumer, correctly filled in. The references to the withdrawal period of 14 days in the model instructions on withdrawal set out in Annex I(A) shall be replaced by references to a withdrawal period of 30 days in cases where Member States have adopted rules in accordance with Article 9(1a) or by references to a withdrawal period of one month for digital service contracts consisting of a subscription to access audio and video content over a period of time as referred to in Article 9(1b).;

(5) in Article 6a, paragraph 2 is deleted;

(6) Article 8 is amended as follows:

(a) in paragraph 2, the first subparagraph is replaced by the following:

'2. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and

prominent manner, and directly before the consumer places his order, of the information provided for in Article 6(1), points (a), (e), (la), (o) and (p), and for micro transactions, of the information provided for in Article 6(1), points (a) and (e)';

(b) paragraph 4 is replaced by the following:

'4. If the contract is concluded through a means of distance communication which allows limited space or time to provide the information, the trader shall provide, on or through that particular means prior to the conclusion of such a contract, at least the pre-contractual information set out in Article 6(1), points (a), (b), (e), (h) and (o), except the model withdrawal form set out in Annex I(B) referred to in point (h). The other information referred to in Article 6(1), including the model withdrawal form, shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 of this Article. For micro transactions, the trader shall provide, prior to the conclusion of the contract, on or through such means of distance communication the information set out in Article 6(1), points (a) and (e).';

(c) in paragraph 7, the introductory part is replaced by the following:

'7. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service or the supply of digital content which is not supplied on a tangible medium begins. That confirmation shall include:';

(7) Article 9 is amended as follows:

(a) the following paragraph is inserted after paragraph 1a:

'1b. By derogation from paragraph 1 of this Article, in case of contracts for digital services consisting of a subscription to access audio and video content over a period of time, where the consumer has expressly requested the performance of the contract to begin immediately after the conclusion of the contract, the consumer shall have a period of one month to withdraw from the distance or off-premises contract, without giving any reason, and without incurring any costs other than those provided for in Article 14.';

(b) in paragraph 2, the introductory part is replaced by the following:

'2. Without prejudice to Article 10, the withdrawal period referred to in paragraph 1 of this Article shall expire after 14 days or, in cases where Member States have adopted rules in accordance with paragraph 1a of this Article 30 days from, or for contracts referred to in paragraph 1b of this Article, one month after:';

(8) Article 11a is deleted;

(9) Article 12 is replaced by the following:

'Article 12

Effects of withdrawal

1. The exercise of the right of withdrawal shall terminate the obligations of the parties:

(a) to perform the distance or off-premises contract; or

(b) to conclude the distance or off-premises contract, in cases where an offer was made by the consumer.

2. By derogation from paragraph 1 of this Article, where the consumer exercises the right of withdrawal from a contract for digital services consisting of a subscription to access audio and video content over a period of time pursuant to Article 9(1b), the trader shall perform the contract until the end of the initial one-month period.';

(10) in Article 14, the following paragraph is inserted after paragraph 3:

'3a. By derogation from paragraph 2a and 3 of this Article, where a consumer exercises the right of withdrawal from a digital service contract consisting of a subscription to access audio and video content over a period of time pursuant to Article 9(1b), the consumer shall pay the trader the average price of the service for one month set out in the contract and calculated on the basis of the full contract duration.';

(11) in Article 16a(1), point (s) is replaced by the following:

'(s) practical instructions and procedures for exercising the right of withdrawal in accordance with Article 16b(1), indicating, inter alia, the trader's telephone number and email address or details of other means of communication relevant to the sending of the withdrawal statement and, for financial services contracts concluded by means of an online interface, information about the existence and placement of the withdrawal function referred to in Article [*insert the number of the Article on the withdrawal function*] of Regulation (EU) .../... [*insert the number of the Digital Fairness Act*].';

(12) Article 16e is deleted;

(13) in Article 29, paragraph 1 is replaced by the following:

'1. Where a Member State makes use of any of the regulatory choices referred to in Article 3(4), Article 6(7), Article 6(8), Article 7(4), Article 8(6), Article 9(1a) and (3), Article 16, second and third paragraphs, Article 16a(2) and (9), Article 16b(7), it shall inform the Commission thereof by 19 December 2025, as well as of any subsequent changes.'.

(14) In part A of Annex I, point [6] of the 'Instructions for completion' is replaced by the following:

'[6] In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following: 'If you requested to begin the performance of services or the supply of water/gas/electricity/ district heating [*delete where inapplicable*] during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract/ you shall pay us the average fee for one month of your subscription [*delete where inapplicable*].'

Article 2

Amendments to Directive 2002/58/EC

In Article 13, the following paragraph 7 is added:

'(7) This Article shall not apply to traders addressing unsolicited communications for direct marketing purposes to users or subscribers who are consumers.'

Article 3

1. Member States shall adopt and publish, by [12 months from the entry into force] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.

   They shall apply those provisions from [12 months from the entry into force].

   When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Article 4

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

Article 5

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament	*For the Council*
The President	*The President*