

DECISION OF THE JOINT COMMITTEE OF THE CENTRAL EUROPEAN FREE TRADE AGREEMENT

No. 2/2024

on Facilitation of Electronic Commerce

Adopted on 9 October 2024

Preamble

The Joint Committee,

Having regard to Article 40.4 of Annex 1 to the Agreement on Amendment of and Accession to the Central European Free Trade Agreement, done in Bucharest on 19 December 2006 (“CEFTA 2006”);

Having regard to the commitments under the Additional Protocol 6 on Trade in Services (“AP 6”)

Seeking to reinforce the dialogue on regulatory issues in line with the Electronic Commerce: Roadmap for dialogue on regulatory issues, endorsed by the Joint Committee on 16 December 2020 in Sarajevo;

Recognising that electronic commerce increases trade opportunities in many sectors and that consumer trust and high level of protection are essential for its uptake and further widespread adoption;

Acknowledging importance of continuing joint work beyond this Decision by deepening cooperation in matters related to customs, parcel delivery and unjustified geo-blocking;

Acknowledging that inter-party electronic commerce and related aspects of consumer protection should be harmonised as close as possible with standards adopted by the European Union;

Recalling that the provisions of Directive (EU) 2015/1535 laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services, Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market and Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services set out the baseline standards and principles that facilitate electronic commerce within the EU and have been recognised as advanced developments in this policy area;

Recalling that the provisions of Directive 2011/83/EU on consumer rights and Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods, set out the baseline standards and principles of high level of consumer protection which are recognised as advanced developments in this policy area;

Intending to promote further uptake of electronic commerce through actions of harmonisation, market integration, transparency and facilitation, and institutional and administrative cooperation;

Has decided as follows:

TITLE I
GENERAL PROVISIONS

Chapter I
Purpose and scope

Article 1

Purpose

1. This Decision seeks to facilitate trade of information society service between the Parties by harmonising:
 - a. legal framework concerning electronic commerce among Parties with a view to ensuring the free movement of information society services among Parties.
 - b. key aspects of consumer protection related to electronic commerce with a view to ensuring a comparably high level of consumer protection.

Chapter II
Definitions

Article 2

Definitions

1. For the purposes of this Decision, the following definitions shall apply:
 - a. 'Party': a Party to the Central European Free Trade Agreement (CEFTA 2006);
 - b. 'party': either of the contractual parties to a contract between a trader and a consumer;
 - c. 'coordinated field': requirements laid down in Parties' legal systems applicable to information society service providers or information society services, regardless of whether they are of a general nature or specifically designed for them, which concern compliance in respect of:
 - i. taking up of the activity of an information society service, such as requirements concerning qualifications, authorisation or notification,
 - ii. pursuit of the activity of an information society service, such as requirements concerning the behaviour of the service provider, requirements regarding the quality or content of the service including those applicable to advertising and contracts, or requirements concerning the liability of the service provide.
 - d. 'information society services': any service, including online intermediation services, normally provided for remuneration, including when they are not remunerated by those who receive

- them, at a distance, by electronic means and at the individual request of a recipient of services,¹ where:
- i. 'at a distance' means that the service is provided without the parties being simultaneously present;
 - ii. 'by electronic means' means that the service is sent initially and received at its destination by means of electronic equipment for the processing (including digital compression) and storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;
 - iii. 'at the individual request of a recipient of services' means that the service is provided through the transmission of data on individual request.
- e. 'service provider': any service supplier within the meaning of article 1(1)(g) of AP 6 who provides an information society service;
 - f. 'established service provider': a service provider who effectively pursues an economic activity using a fixed establishment for an indefinite period. The presence and use of the technical means and technologies required to provide the service do not, in themselves, constitute an establishment of the provider;
 - g. 'recipient of the service': any service consumer within the meaning of article 1(1)(i) of AP 6 who, for professional ends or otherwise, receives or uses an information society service, in particular for the purposes of seeking information or making it accessible;
 - h. 'consumer': any natural person who is acting for purposes which are outside his or her trade, business, craft or profession;
 - i. 'communication' means any information exchanged or conveyed between a finite number of parties by means of a publicly available electronic communications service. This does not include any information conveyed as part of a broadcasting service to the public over an electronic communications network except to the extent that the information can be related to the identifiable subscriber or user receiving the information;
 - j. 'commercial communication': any form of communication designed to promote, directly or indirectly, the goods, services or image of a company, organisation or person pursuing a commercial, industrial or craft activity or exercising a regulated profession. The following do not in themselves constitute commercial communications:
 - i. information allowing direct access to the activity of the company, organisation or person, in particular a domain name or an electronic-mail address,
 - ii. communications relating to the goods, services or image of the company, organisation or person compiled in an independent manner, particularly when this is without financial consideration;

¹ The classification of a service as an 'information society service' shall be without prejudice to the classification of any such service as, *inter alia*, computer and related services, internet telecommunications services, online content and e-commerce under the Additional Protocol 6.

- k. 'electronic mail' means any text, voice, sound or image message sent over a public communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient;
- l. 'regulated profession': a professional activity or group of professional activities, access to which, the pursuit of which, or one of the modes of pursuit of which is subject, directly or indirectly, by virtue of legislative, regulatory or administrative provisions to the possession of specific professional qualifications; in particular, the use of a professional title limited by legislative, regulatory or administrative provisions to holders of a given professional qualification shall constitute a mode of pursuit;
- m. 'business user': any private individual acting in a commercial or professional capacity who, or any legal person which, through online intermediation services offers goods or services to consumers for purposes relating to its trade, business, craft or profession;
- n. 'online intermediation services': services which meet all of the following requirements:
 - i. they constitute information society services within the meaning of point (d) of article 2.1 of this Decision;
 - ii. they allow business users to offer goods or services to consumers, with a view to facilitating the initiating of direct transactions between those business users and consumers, irrespective of where those transactions are ultimately concluded;
 - iii. they are provided to business users on the basis of contractual relationships between the provider of those services and business users which offer goods or services to consumers;
- o. 'provider of online intermediation services': any service supplier within the meaning of article 1(1)(g) of AP 6 which provides, or which offers to provide, online intermediation services to business users;
- p. 'online search engine': a digital service that allows users to input queries in order to perform searches of, in principle, all websites, or all websites in a particular language, on the basis of a query on any subject in the form of a keyword, voice request, phrase or other input, and returns results in any format in which information related to the requested content can be found;
- q. 'provider of online search engine': any service supplier within the meaning of article 1(1)(g) of AP 6 which provides, or which offers to provide, online search engines to consumers;
- r. 'corporate website user': any natural or legal person which uses an online interface, meaning any software, including a website or a part thereof and applications, including mobile applications, to offer goods or services to consumers for purposes relating to its trade, business, craft or profession;
- s. 'ranking': the relative prominence given to the goods or services offered through online intermediation services, or the relevance given to search results by online search engines, as presented, organised or communicated by the providers of online intermediation services or by providers of online search engines, respectively, irrespective of the technological means used for such presentation, organisation or communication;

- t. 'terms and conditions': all terms and conditions or specifications, irrespective of their name or form, which govern the contractual relationship between the provider of online intermediation services and its business users and are unilaterally determined by the provider of online intermediation services, that unilateral determination being evaluated on the basis of an overall assessment, for which the relative size of the parties concerned, the fact that a negotiation took place, or that certain provisions thereof might have been subject to such a negotiation and determined together by the relevant provider and business user is not, in itself, decisive;
- u. 'ancillary goods and services': goods and services offered to the consumer prior to the completion of a transaction initiated on the online intermediation services in addition to and complementary to the primary good or service offered by the business user through the online intermediation services;
- v. 'durable medium': any instrument which enables business users, consumers or traders to store information addressed personally to them in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- w. 'trader': any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in in that natural or legal person's name or on that person's behalf, for purposes relating to that person's trade, business, craft or profession in relation to contracts covered by this Decision;
- x. 'goods': any tangible movable items;
- y. 'goods with digital elements': any tangible movable items that incorporate, or are interconnected with, digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions;
- z. 'personal data': any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- aa. 'sales contract': any contract under which the trader transfers or undertakes to transfer ownership of goods to the consumer, including any contract having as its object both goods and services;
- bb. 'online sales or service contract': a sales or service contract where the trader, or the trader's intermediary, has offered goods or services on a website or by other electronic means and the consumer has ordered such goods or services on that website or by other electronic means
- cc. 'service contract': any contract other than a sales contract under which the trader supplies or undertakes to supply a service, including a digital service, to the consumer;
- dd. 'distance contract': any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

- ee. 'digital content': data which are produced and supplied in digital form;
- ff. 'digital service':
 - i. a service that allows the consumer to create, process, store or access data in digital form; or
 - ii. a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;
- gg. 'integration': the linking and incorporation of digital content or a digital service with the components of the consumer's digital environment in order for the digital content or digital service to be used in accordance with the requirements for conformity provided for by this Decision;
- hh. 'commercial guarantee' means any undertaking by the trader or a producer (the guarantor) to the consumer, in addition to his legal obligation relating to the guarantee of conformity,² to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;
- ii. 'ancillary contract': a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader;
- jj. 'online marketplace': a service using software, including a website, part of a website or an application, operated by or on behalf of a trader which allows consumers to conclude distance contracts with other traders or consumers;
- kk. 'provider of an online marketplace': any trader which provides an online marketplace to consumers;
- ll. 'compatibility': the ability of the goods to function with hardware or software with which goods of the same type are normally used, without the need to convert the goods, hardware or software;
- mm. 'functionality': the ability of the goods to perform their functions having regard to their purpose;
- nn. 'interoperability': the ability of the goods to function with hardware or software different from those with which goods of the same type are normally used;
- oo. 'free of charge': free of the necessary costs incurred in order to bring the goods into conformity, particularly the cost of postage, carriage, labour or materials;
- pp. 'producer': a manufacturer of goods, an importer of goods into a Party or any person purporting to be a producer by placing its name, trademark or other distinctive sign on the goods;

² The legal guarantee shall mean the seller's obligation to deliver goods which comply with the contract of sale. The commercial guarantees are undertakings by either a seller or a producer to the consumer. For avoidance of doubt, in this definition, the expression "in addition to his legal obligation to the guarantee of conformity" shall mean "in addition to the seller's legal obligation to the guarantee of conformity".

- qq. 'price': money or a digital representation of value that is due in exchange for the supply of digital content or a digital service;
- rr. 'digital environment': hardware, software and any network connection used by the consumer to access or make use of digital content or a digital service;
- ss. 'domestic dispute': a contractual dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in the same Party as that in which the trader is established;
- tt. 'inter-Party dispute': a contractual dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in a Party other than the Party in which the trader is established;
- uu. 'ADR procedure': procedure for the out-of-court resolution of domestic and inter-Party disputes concerning contractual obligations stemming from sales contracts or service contracts between a trader established in a Party and a consumer resident in a Party through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution, which complies with the requirements set out in this Decision and is carried out by an ADR entity;
- vv. 'ADR entity': any entity, however named or referred to, which is established on a durable basis and offers the resolution of a dispute through an ADR procedure and that is listed a competent authority;

TITLE II

ELECTRONIC COMMERCE

Chapter I

Article 3

Scope

1. Title II shall apply to all information society services, including intermediary services, except for measures related to:
 - a. taxation;
 - b. competition law, regulations and administrative provisions;
 - c. the following activities of information society services:
 - the activities of notaries or equivalent professions to the extent that they involve a direct and specific connection with the exercise of public authority,
 - the representation of a client and defence of his interests before the courts,
 - gambling activities which involve wagering a stake with monetary value in games of chance, including lotteries and betting transactions;

- d. online payment services or to online advertising tools or online advertising exchanges, which are not provided with the aim of the facilitating the initiation of direct transactions and which do not involve a contractual relationship with consumers.

Article 4

Common market principle

1. Each Party shall ensure that the information society services provided by a service provider established within that Party comply with the provisions applicable in that Party which fall within the coordinated field.
2. Parties may not, for reasons falling within the coordinated field, restrict the freedom to provide information society services from another Party.
3. Paragraphs 1 and 2 shall not apply to the following fields:
 - a. copyright and related rights, exclusive rights on topographies of semiconductor products, and rights for the makers of databases as well as industrial property rights,
 - b. the emission of electronic money by institutions in respect of which Parties have applied derogations;
 - c. the freedom of contractual parties to choose the law, regulations and administrative provisions applicable to their contract;
 - d. contractual obligations concerning consumer contracts;
 - e. formal validity of contracts creating or transferring rights in real estate where such contracts are subject to mandatory formal requirements of the law, regulations and administrative provisions of the Party where the real estate is situated;
 - f. the permissibility of unsolicited commercial communications by electronic mail.
4. Parties may take measures to derogate from paragraph 2 in respect of a given information society service if the following conditions are fulfilled:
 - a. the measures shall be:
 - i. necessary for one of the following reasons:
 1. public policy, in particular the prevention, investigation, detection and prosecution of criminal offences, including the protection of minors and the fight against any incitement to hatred on grounds of race, sex, religion or origin, and violations of human dignity concerning individual persons;
 2. the protection of public health;
 3. public security, including the safeguarding of domestic security and defence;
 4. the protection of consumers, including investors;
 - ii. taken against a given information society service which prejudices the objectives referred to in point (i) or which presents a serious and grave risk of prejudice to those objectives;
 - iii. proportionate to those objectives;

- b. before taking the measures in question and without prejudice to court proceedings, including preliminary proceedings and acts carried out in the framework of a criminal investigation, the Party has:
 - i. asked the Party referred to in paragraph 1 to take measures and the latter did not take such measures, or they were inadequate;
 - ii. notified the Joint Committee, including the Party referred to in paragraph 1, of its intention to take such measures.
5. The Parties may, in the case of urgency, derogate from the conditions stipulated in paragraph 4(b). Where this is the case, the measures shall be notified in the shortest possible time to the CEFTA Body in charge of electronic commerce and specifically to the Party referred to in paragraph 1, indicating the reasons for which the Party considers that there is urgency.
6. After reviewing the measures notified under paragraph 5, the Joint Committee may recommend to the Party in question to refrain from taking any proposed measures or urgently to put an end to the measures in question.

Chapter II

Common principles of electronic commerce

Article 5

Prohibition of requirements of prior authorisation

1. Parties shall ensure that the taking up and pursuit of the activity of an information society service provider may not be made subject to prior authorisation or any other requirement having equivalent effect.
2. Paragraph 1 shall be without prejudice to authorisation schemes which are not specifically and exclusively targeted at information society services.

Article 6

General information requirements

1. In addition to other information requirements established by this Decision, Parties shall ensure that the service provider shall render easily, directly and permanently accessible to the recipients of the service and competent authorities, at least the following information:
 - a. the name of the service provider;
 - b. the geographic address at which the service provider is established;
 - c. the details of the service provider, including his or her electronic mail address, which allow him or her to be contacted rapidly and communicated with in a direct and effective manner;

- d. where the service provider is registered in a trade or similar public register, the trade register in which the service provider is entered and his or her registration number, or equivalent means of identification in that register;
 - e. where the activity is subject to an authorisation scheme, the particulars of the relevant supervisory authority;
 - f. as concerns regulated professions:
 - i. any professional body or similar institution with which the service provider is registered,
 - ii. the professional title and the Party where it has been granted,
 - iii. a reference to the applicable professional rules in the Party of establishment and the means to access them;
 - g. where the service provider undertakes an activity that is subject to VAT, an identification number or a similar identifier.
2. In addition to other information requirements established by this Decision or Party laws regulations and administrative provisions, Parties shall at least ensure that, where information society services refer to prices, these are to be indicated clearly and unambiguously and, in particular, must indicate whether they are inclusive of tax and delivery costs.

Chapter III

Commercial communications

Article 7

Minimum information requirements for commercial communications

1. In addition to other information requirements established by this Decision of Party laws regulations and administrative provisions, Parties shall ensure that commercial communications which are part of, or constitute, an information society service comply at least with the following conditions:
 - a. the commercial communication shall be clearly identifiable as such;
 - b. the natural or legal person on whose behalf the commercial communication is made shall be clearly identifiable;
 - c. promotional offers, such as discounts, premiums and gifts, where permitted in the Party where the service provider is established, shall be clearly identifiable as such, and the conditions which are to be met to qualify for them shall be easily accessible and be presented clearly and unambiguously;
 - d. promotional competitions or games, where permitted in the Party where the service provider is established, shall be clearly identifiable as such, and the conditions for participation shall be easily accessible and be presented clearly and unambiguously.

Article 8

Unsolicited commercial communications

1. In addition to other requirements established by this Decision or Party laws regulations and administrative provisions, Parties which permit unsolicited commercial communication by electronic mail shall ensure that such commercial communication by a service provider established within a Party shall be identifiable clearly and unambiguously as such as soon as it is received by the recipient.
2. Parties shall take measures to ensure that service providers undertaking unsolicited commercial communications by electronic mail consult regularly and respect the opt-out registers in which natural persons not wishing to receive such commercial communications can register themselves.
3. Parties shall ensure that the use of commercial communications which are part of, or constitute, an information society service provided by a member of a regulated profession is permitted subject to compliance with the professional rules regarding, in particular, the independence, dignity and honour of the profession, professional secrecy and fairness towards clients and other members of the profession.
4. When drawing up proposals for initiatives which may become necessary to ensure the proper functioning of the common market with regard to the information referred to in paragraph 4, the Joint Committee shall take due account of codes of conduct applicable at level and shall act in close cooperation with the relevant professional associations and bodies.

Chapter IV

Equivalent treatment of electronic and written contracts

Article 9

Treatment of electronic contracts

1. Parties shall ensure that their legal system allows contracts to be concluded by electronic means. Parties shall in particular ensure that the legal requirements applicable to the contractual process neither create obstacles for the use of electronic contracts nor result in such contracts being deprived of legal effectiveness and validity on account of their having been made by electronic means.
2. Parties may lay down that paragraph 1 shall not apply to all or certain contracts falling into one of the following categories:
 - a. contracts that create or transfer rights in real estate, except for rental rights;
 - b. contracts requiring by law the involvement of courts, public authorities or professions exercising public authority;
 - c. contracts of suretyship granted and on collateral securities furnished by persons acting for purposes outside their trade, business or profession;

- d. contracts governed by laws, regulations and administrative provisions governing family relations or by the law of succession.
3. Parties shall indicate to the Joint Committee the categories referred to in paragraph 2 to which they do not apply paragraph 1. Parties shall submit to the Joint Committee every five years a report on the application of paragraph 2 explaining the reasons why they consider it necessary to maintain the category referred to in paragraph 2(b) to which they do not apply paragraph 1.

Article 10

Minimum information requirements

1. In addition to other information requirements established by this Decision or Party laws, regulations and administrative provisions. Parties shall ensure, except when otherwise agreed by parties who are not consumers, that at least the following information is given by the service provider clearly, comprehensibly and unambiguously and prior to the order being placed by the recipient of the service:
 - a. the different technical steps to follow to conclude the contract;
 - b. whether or not the concluded contract will be filed by the service provider and whether it will be accessible;
 - c. the technical means for identifying and correcting input errors prior to the placing of the order;
 - d. the languages offered for the conclusion of the contract.
2. Parties shall ensure that, except when otherwise agreed by parties who are not consumers, the service provider indicates any relevant codes of conduct to which he or she subscribes and information on how those codes can be consulted electronically.
3. Contract terms and general conditions provided to the recipient must be made available in a way that allows him or her to store and reproduce them.
4. Paragraphs 1 and 2 shall not apply to contracts concluded exclusively by exchange of electronic mail or by equivalent individual communications.

Article 11

Placing of orders

1. Parties shall ensure, except when otherwise agreed by parties who are not consumers, that in cases where the recipient of the service places his or her order through technological means, the following principles apply:
 - a. the service provider has to acknowledge the receipt of the recipient's order without undue delay and by electronic means,
 - b. the order and the acknowledgement of receipt are deemed to be received when the parties to whom they are addressed are able to access them.

2. Parties shall ensure that, except when otherwise agreed by contractual parties who are not consumers, the service provider makes available to the recipient of the service appropriate, effective and accessible technical means allowing him or her to identify and correct input errors, prior to the placing of the order.
3. Paragraph 1(a) and paragraph 2 shall not apply to contracts concluded exclusively by exchange of electronic mail or by equivalent individual communications.

Chapter V

Liability of intermediary service providers

Article 12

“Mere conduit”

1. Where an information society service is provided that consists of the transmission in a communication network of information provided by a recipient of the service, or the provision of access to a communication network, Parties shall ensure that the service provider is not liable for the information transmitted, on condition that the provider:
 - a. does not initiate the transmission;
 - b. does not select the receiver of the transmission; and
 - c. does not select or modify the information contained in the transmission.
2. The acts of transmission and of provision of access referred to in paragraph 1 include the automatic, intermediate and transient storage of the information transmitted in so far as this takes place for the sole purpose of carrying out the transmission in the communication network, and provided that the information is not stored for any period longer than is reasonably necessary for the transmission.
3. This article shall not affect the possibility for a court or administrative authority, in accordance with Parties' legal systems, of requiring the service provider to terminate or prevent an infringement.

Article 13

“Caching”

1. Where an information society service is provided that consists of the transmission in a communication network of information provided by a recipient of the service, Parties shall ensure that the service provider is not liable for the automatic, intermediate and temporary storage of that information, performed for the sole purpose of making more efficient the information's onward transmission to other recipients of the service upon their request, on condition that:
 - a. the provider does not modify the information;

- b. the provider complies with conditions on access to the information;
 - c. the provider complies with rules regarding the updating of the information, specified in a manner widely recognised and used by industry;
 - d. the provider does not interfere with the lawful use of technology, widely recognised and used by industry, to obtain data on the use of the information; and
 - e. the provider acts expeditiously to remove or to disable access to the information it has stored upon obtaining actual knowledge of the fact that the information at the initial source of the transmission has been removed from the network, or access to it has been disabled, or that a court or an administrative authority has ordered such removal or disablement.
2. This article shall not affect the possibility for a court or administrative authority, in accordance with Parties' legal systems, of requiring the service provider to terminate or prevent an infringement.

Article 14

Hosting

1. Where an information society service is provided that consists of the storage of information provided by a recipient of the service, Parties shall ensure that the service provider is not liable for the information stored at the request of a recipient of the service, on condition that:
 - a. the provider does not have actual knowledge of illegal activity or information and, as regards claims for damages, is not aware of facts or circumstances from which the illegal activity or information is apparent; or
 - b. the provider, upon obtaining such knowledge or awareness, acts expeditiously to remove or to disable access to the information.
2. Paragraph 1 shall not apply when the recipient of the service is acting under the authority or the control of the provider.
3. This article shall not affect the possibility for a court or administrative authority, in accordance with Parties' legal systems, of requiring the service provider to terminate or prevent an infringement, nor does it affect the possibility for Parties of establishing procedures governing the removal or disabling of access to information.

Article 15

Prohibition on imposing a general obligation to monitor

1. Parties shall not impose a general obligation on providers, when providing the services covered by articles 12, 13 and 14, to monitor the information which they transmit or store, nor a general obligation actively to seek facts or circumstances indicating illegal activity.
2. Parties may establish obligations for information society service providers promptly to inform the competent public authorities of alleged illegal activities undertaken or information provided

by recipients of their service or obligations to communicate to the competent authorities, at their request, information enabling the identification of recipients of their service with whom they have storage agreements.

Article 16

Further harmonisation with the EU acquis

1. In adopting harmonising measures under Chapter V of Title II 'Electronic Commerce', the measures under Parties endeavour to seek close adherence to the latest legislative developments within the European Union, particularly the provisions of the Regulation (EU) 2022/2065 on a Single Market for Digital Services (Digital Services Act) and amending Directive 2000/31/EC.

Chapter VI

Codes of conduct for electronic commerce

Article 17

Drawing up of codes of conduct

1. Codes of conduct may be drawn up to contribute to proper implementation of Articles 5 to 15 of this Decisions.
2. Codes of conduct under paragraphs 1 should be accessible in the languages of the Parties by electronic means.

Chapter VII

Prohibition of measures that hamper the use of out-of-court dispute settlement mechanisms

Article 18

Out-of-court dispute settlement

1. Parties shall ensure that, in the event of disagreement between an information society service provider and the recipient of the service, their legislation and regulation does not hamper the use of out-of-court schemes, available under Party laws, regulations and administrative provisions, for dispute settlement, including appropriate electronic means.
2. Parties shall encourage bodies responsible for the out-of-court settlement of, in particular, consumer disputes to operate in a way which provides adequate procedural guarantees for the parties concerned.

3. Parties are encouraged to inform each other of the significant decisions they take regarding information society services and to transmit any other information on the practices, usages or customs relating to electronic commerce.

Chapter VIII

Administrative cooperation on electronic commerce

Article 19

Contact points for inter-Party cooperation

1. Parties shall have adequate means of supervision and investigation necessary to implement this Decision effectively and shall ensure that service providers supply them with the requisite information.
2. Parties shall cooperate with other Parties through the Contact Point for Services established according to article 9, paragraph 3 of AP 6 on Trade in Services to CEFTA 2006.
3. Parties shall, as quickly as possible, and in conformity with Party laws, regulations and administrative provisions, provide the assistance and information requested by other Parties, including by appropriate electronic means.
4. Parties shall encourage the communication to the Joint Committee of any significant administrative or judicial decisions taken in their jurisdiction regarding disputes relating to information society services and practices, usages and customs relating to electronic commerce.

Chapter IX

Promoting fairness and transparency for business users of online intermediation services

Article 20

Regulatory dialogue on electronic commerce policy concerning fairness and transparency for business users of online intermediation services

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to ensure that business users of online intermediation services and corporate website users in relation to online search engines are granted appropriate transparency, fairness and effective redress possibilities, in line with Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.
2. The action under paragraph 1 aims at harmonising aspects of online intermediation services and online search engines provided, or offered to be provided, to business users and corporate website users, respectively, that have their place of establishment or residence in a Party and

that, through those online intermediation services or online search engines, offer goods or services to consumers located in a Party, irrespective of the place of establishment or residence of the providers of those services and irrespective of the laws, regulations and administrative provisions otherwise applicable. These aspects shall concern, as a minimum:

- a. terms and conditions of providers of online intermediation services;
 - b. conditions for restriction, suspension and termination of online intermediation services, incl. statement of reasons by a provider of online intermediation services when the latter decides to restrict or suspend the provision of its online intermediation services to a given business user in relation to individual goods or services offered by that business user;
 - c. conditions for ranking and the provision of ancillary goods and services;
 - d. description of any differentiated treatment in relation to goods or services offered to consumers through those online intermediation services by, on the one hand, either that provider itself or any business users which that provider controls and, on the other hand, other business users;
 - e. description of the technical and contractual access, or absence thereof, of business users to any personal data or other data, or both, which business users or consumers provide for the use of the online intermediation services concerned or which are generated through the provision of those services;
 - f. grounds for restrictions on the ability of business users to offer the same goods and services to consumers under different conditions through other means than through those services;
 - g. establishment by providers of online intermediation services of an internal system for handling the complaints of business users;
 - h. conditions for mediation and judicial proceedings by representative organisations or associations and by public bodies;
 - i. drawing up of codes of conduct by providers of online intermediation services and by organisations and associations representing them, together with business users, including small and medium enterprises, and their representative organisations.
3. Parties shall seek to initiate the actions under paragraphs 1 and 2 not later than 12 months upon adoption of this Decision.

TITLE III

CONSUMER PROTECTION

Article 21

Scope

1. Title III shall apply to any contract concluded between a trader and a consumer where the consumer pays or undertakes to pay the price. It shall apply, in particular, to sales contracts,

including digital content or digital services which are incorporated in or inter-connected with goods. It shall also apply where the trader supplies or undertakes to supply digital content which is not supplied on a tangible medium or a digital service to the consumer and the consumer provides or undertakes to provide personal data to the trader, except where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content which is not supplied on a tangible medium or digital service or for allowing the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose.

However, the Decision shall not, in principle, apply to contracts:

- a. for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;
- b. for healthcare, whether or not they are provided via healthcare facilities;
- c. for gambling, which involves wagering a stake with pecuniary value in games of chance, including lotteries, casino games and betting transactions;
- d. for financial services;
- e. for the creation, acquisition or transfer of immovable property or of rights in immovable property;
- f. for the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;
- g. which fall within the scope of harmonised aspects of timeshare, long-term holiday product, resale and exchange contracts;
- h. which, in accordance with the laws, regulations and administrative provisions of Parties, are established by a public office-holder who has a statutory obligation to be independent and impartial and who must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;
- i. for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are physically supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;
- j. for passenger transport services;
- k. concluded by means of automatic vending machines or automated commercial premises;
- l. concluded with electronic communications suppliers through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer;
- m. for any goods sold by way of execution or otherwise by authority of law.

Specifically, the provisions of Title III, Chapter V shall not apply to:

- n. any tangible medium which serves exclusively as a carrier for digital content; or
 - o. any goods sold by way of execution or otherwise by authority of law.
2. Title III shall also apply to any contract where the trader supplies or undertakes to supply digital content or a digital service to the consumer and the consumer pays or undertakes to pay a price. It

shall also apply where the trader supplies or undertakes to supply digital content or a digital service to the consumer, and the consumer provides or undertakes to provide personal data to the trader, except where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content or digital service or for allowing the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose.

However, the provisions of Title III, Chapter VI shall not apply to contracts concerning:

- a. the provision of services other than digital services, regardless of whether digital forms or means are used by the trader to produce the output of the service or to deliver or transmit it to the consumer;
- b. electronic communications services, with the exception of number-independent interpersonal communications services;
- c. healthcare;
- d. gambling services, namely, services that involve wagering a stake with pecuniary value in games of chance, including those with an element of skill, such as lotteries, casino games, poker games and betting transactions, by electronic means or any other technology for facilitating communication and at the individual request of a service consumer of such services;
- e. financial services;
- f. software offered by the trader under a free and open-source licence, where the consumer does not pay a price and the personal data provided by the consumer are exclusively processed by the trader for the purpose of improving the security, compatibility or interoperability of that specific software;
- g. the supply of digital content where the digital content is made available to the general public other than by signal transmission as a part of a performance or event, such as digital cinematographic projections.

Chapter I

Consumer information for distance contracts

Article 22

Information requirements for distance contracts

1. Parties shall ensure that their laws, regulations and administrative provisions provide that a consumer is bound by a distance contract, or any corresponding offer, when the trader has provided the consumer with at least the information contained in Annex II(A) in a clear and comprehensible manner:

2. Parties shall provide that paragraph 1 shall also apply to contracts for the supply of digital content which is not supplied on a tangible medium.
3. In the case of a public auction, the information referred to in points (b), (c) and (d) of Annex II(A) may be replaced by the equivalent details for the auctioneer.
4. Parties shall ensure that the information referred to in points (i), (j) and (k) of Annex II(A) 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 points (i), (j) and (k) of Annex II(A) if the trader has supplied these instructions to the consumer, correctly filled in.
5. Parties shall ensure that the information referred to in paragraph 1 and Annex II(A) shall form an integral part of the distance contract and shall not be altered unless the contracting parties expressly agree otherwise.
6. Parties shall ensure that if the trader has not complied with the information requirements on additional charges or other costs as referred to in point (e) of Annex II(A), or on the costs of returning the goods as referred to in point (j) of Annex II(A), the consumer shall not bear those charges or costs.
7. Parties may maintain or introduce in their laws, regulations and administrative provisions language requirements regarding the contractual information, so as to ensure that such information is easily understood by the consumer.
8. The information requirements laid down in this Decision are in addition to any and all information requirements contained in other Decisions of the Joint Committee and Party laws, regulations and administrative provisions and do not prevent Parties from imposing additional information requirements which are in accordance with the rules set herein.
9. Without prejudice to the first subparagraph, any other provisions on the content and the manner in which the information is to be provided conflicts with a provision of this Decision, the provision of this article shall prevail.
10. As regards compliance with the information requirements laid down in this article, Parties shall ensure that the burden of proof is on the trader.

Article 23

Additional information requirements for contracts concluded on online marketplaces

1. Parties shall ensure that before a consumer is bound by a distance contract, or any corresponding offer, on an online marketplace, the provider of the online marketplace has provided the consumer with at least the information in Annex II(B) in a clear and comprehensible manner and in a way appropriate to the means of distance communication.
2. This article does not prevent Parties from imposing additional information requirements for providers of online marketplaces. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.

Article 24

Formal requirements for distance contracts

1. Parties shall ensure that with respect to distance contracts, the trader has given the information provided for in Annex II(A) or has made that information available to the consumer in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be legible.
2. Parties shall ensure that if a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader has made the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in points (a), (e), (p) and (q) of Annex II(A).
3. Parties shall ensure that, upon a consumer placing an order, the trader explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, Parties shall provide for a requirement that the button or similar function be labelled in an easily legible manner only with the words 'order with obligation to pay' or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. Parties shall ensure that if the trader has not complied with this subparagraph, the consumer shall not be bound by the contract or order.
4. Parties shall ensure that trading websites indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.
5. Parties shall ensure that if the contract is concluded through a means of distance communication which allows limited space or time to display the information, the trader has provided, on or through that particular means prior to the conclusion of such a contract, at least the pre-contractual information regarding the main characteristics of the goods or services, the identity of the trader, the total price, the right of withdrawal, the duration of the contract and, if the contract is of indeterminate duration, the conditions for terminating the contract, as referred to, respectively, in points (a), (b), (e), (i) and (p) of Annex II(A) except the model withdrawal form set out in Annex I(B) referred to in point (i). Parties shall ensure that the other information referred to in Annex II(A), including the model withdrawal form, is provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 of this article.
6. Parties shall ensure that, without prejudice to paragraph 5, if the trader makes a telephone call to the consumer with a view to concluding a distance contract, he or she shall, at the beginning of the conversation with the consumer, disclose his or her identity and, where applicable, the identity of the person on whose behalf he or she makes that call, and the commercial purpose of the call.
7. Where a distance contract is to be concluded by telephone, Parties may provide that the trader has to confirm the offer to the consumer who is bound only once he or she has signed the offer or has sent his written consent. Parties may also provide that such confirmations have to be made on a durable medium.
8. Parties shall ensure that the trader provides 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 begins. Parties shall ensure that the confirmation includes:

- a. all the information referred to in Annex II(A) unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and
 - b. where applicable, the confirmation of the consumer's prior express consent and acknowledgment in accordance with point (m) of Annex IV.
9. Parties shall ensure that where a consumer wants the performance 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, to begin during the withdrawal period provided for in article 24(2), and the contract places the consumer under an obligation to pay, the trader has required the consumer to make an express request and has requested the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.
10. This article shall be without prejudice to the provisions on the conclusion of electronic contracts and the placing of electronic orders set out in articles 9 and 11 of this Decision.
11. Parties shall not impose any further formal pre-contractual information requirements for the fulfilment of the information obligations laid down in this Decision.

Chapter II

Right of withdrawal

Article 25

Essential elements of the right of withdrawal

1. Parties shall ensure that, save where the exceptions provided for in article 31 and Annex IV apply, the consumer shall have a period of 14 days to withdraw from a distance contract, without giving any reason, and without incurring any costs other than those provided for in Annex III(A) and Annex III(B).
2. Parties shall provide that, without prejudice to article 26, the withdrawal period referred to in paragraph 1 of this article shall expire after 14 days from:
 - a. in the case of service contracts, the day of the conclusion of the contract;
 - b. in the case of sales contracts, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods or:
 - i. in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;

- ii. in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;
 - iii. in the case of contracts for regular delivery of goods during defined period of time, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good;
 - c. in the case of contracts for the supply of digital content which is not supplied on a tangible medium, the day of the conclusion of the contract.
3. Parties shall not prohibit the contracting parties from performing their contractual obligations during the withdrawal period.

Article 26

Omission of information on the right of withdrawal

1. Parties shall ensure that if the trader has not provided the consumer with the information on the right of withdrawal as required by point (i) of Annex II(A), the withdrawal period shall expire 12 months from the end of the initial withdrawal period, as determined in accordance with article 25(2).
2. Parties shall ensure that if the trader has provided the consumer with the information provided for in paragraph 1 of this article within 12 months from the day referred to in article 25(2), the withdrawal period shall expire 14 days after the day upon which the consumer receives that information.

Article 27

Exercise of the right of withdrawal

1. Parties shall ensure that the consumer is obliged to inform the trader of his or her decision to withdraw from the contract before the expiry of the withdrawal period. For this purpose, Parties shall provide that the consumer may either:
 - a. use the model withdrawal form as set out in Annex I(B); or
 - b. make any other unequivocal statement setting out his decision to withdraw from the contract.
2. Parties shall not provide for any formal requirements applicable to the model withdrawal form other than those set out in Annex I(B).
3. Parties shall provide that the consumer shall have exercised his or her right of withdrawal within the withdrawal period referred to in article 25(2) and article 26 if the communication concerning the exercise of the right of withdrawal is sent by the consumer before that period has expired.
4. Parties shall ensure that the trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit either the model withdrawal form set out in Annex I(B) or any other unequivocal statement on the trader's

website. In those cases, Parties shall provide that the trader has communicated to the consumer an acknowledgement of receipt of such a withdrawal on a durable medium without delay.

5. Parties shall provide that the burden of proof of exercising the right of withdrawal in accordance with this article shall be on the consumer.

Article 28

Effects of withdrawal

1. Parties shall provide that the exercise of the right of withdrawal terminates the obligations of the contractual parties:
 - a. to perform the distance contract; or
 - b. to conclude the distance contract, in cases where an offer was made by the consumer.

Article 29

Obligations of the trader in the event of withdrawal

1. Parties shall ensure that in the event of withdrawal traders shall have at least the obligations under Annex III(A).

Article 30

Obligations of the consumer in the event of withdrawal

1. Parties shall ensure that in the event of withdrawal consumers shall have at least the obligations under Annex III(B).

Article 31

Effects of the exercise of the right of withdrawal on ancillary contracts

1. Except for rules on credit agreements for consumers, as may be applicable within the Parties, Parties shall ensure that if the consumer exercises his or her right of withdrawal from a distance contract in accordance with this Decision, any ancillary contracts shall be automatically terminated, without any costs for the consumer, except as provided for in Annex III(A) and Annex III(B) of this Decision.
2. Each Party shall lay down detailed rules on the termination of such contracts.

Article 32

Exceptions from the right of withdrawal

1. Parties shall not provide for the right of withdrawal set out in this Decision in respect of distance contracts as regards the categories of contracts listed in Annex IV.
2. Parties may derogate from the exceptions from the right of withdrawal set out in points (a), (b), (c) and (e) of Annex IV for contracts concluded in the context of unsolicited visits by a trader to a consumer's home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers for the purpose of protecting the legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.
3. In the case of service contracts which place the consumer under an obligation to pay where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs, Parties may provide that the consumer loses the right of withdrawal after the service has been fully performed provided that the performance has begun with the consumer's prior express consent.

Chapter III

Delivery and passing of risk

Article 33

Delivery

1. Parties shall provide that in sales contracts, unless the parties have agreed otherwise on the time of delivery, the trader shall deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay, but not later than 30 days from the conclusion of the contract.
2. Parties shall ensure that where the trader has failed to fulfil his obligation to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall call upon him or her to make the delivery within an additional period of time appropriate to the circumstances. Parties shall provide that if the trader fails to deliver the goods within that additional period of time, the consumer shall be entitled to terminate the contract. The first subparagraph shall not be applicable to sales contracts where the trader has refused to deliver the goods or where delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract or where the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential. In those cases, Parties shall provide that if the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall be entitled to terminate the contract immediately.
3. Parties shall ensure that upon termination of the contract the trader reimburses, without undue delay, all sums paid under the contract.

4. Parties shall ensure that in addition to the termination of the contract in accordance with paragraph 2, the consumer may have recourse to other remedies provided for by Party laws, regulations and administrative provisions.

Article 34

Passing of risk

1. Parties shall provide that in sales contracts where the trader dispatches the goods to the consumer, the risk of loss of or damage to the goods shall pass to the consumer when he or she, or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods. However, Parties shall provide that the risk shall pass to the consumer upon delivery to the carrier if the carrier was commissioned by the consumer to carry the goods and that choice was not offered by the trader, without prejudice to the rights of the consumer against the carrier.

Chapter IV

Fees, costs and additional payments

Article 35

Fees for the use of means of payment

1. Parties shall ensure that in sales and service contracts, including contracts for the supply of digital content, traders are prohibited from charging consumers, in respect of the use of a given means of payment, fees that exceed the cost borne by the trader for the use of such means.

Article 36

Communication by telephone

1. Parties shall ensure that in sales and service contracts, including contracts for the supply of digital content, where the trader operates a telephone line for the purpose of contacting him or her by telephone in relation to the contract concluded, the consumer, when contacting the trader is not bound to pay more than the basic rate.
2. The first subparagraph shall be without prejudice to the right of electronic communications service providers to charge for such calls.

Article 37

Additional payments

1. Parties shall provide that, before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. Parties shall ensure that if the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.

Article 38

Inertia selling

1. Parties shall provide that the consumer shall be exempted from the obligation to provide any consideration in cases of unsolicited supply of goods or digital content or unsolicited provision of services, prohibited as unfair commercial practices. In such cases, the absence of a response from the consumer following such an unsolicited supply or provision shall not constitute consent.

Chapter V

Harmonisation of certain aspects concerning contracts for sale of goods

Article 39

Harmonisation of objective and subjective requirements for conformity

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down certain contractual requirements of contracts for sale of goods, particularly by ensuring that the trader delivers goods to the consumer that meet the subjective and objective requirements for conformity, requirements for correct installation and, where applicable, without prejudice to third-party rights in line with the provisions of articles 5, 6, 7, 8 and 9 of Directive (EU) 2019/771 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.
2. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Article 40

Harmonisation of liability of trader and remedies for non-conformity

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common

market by laying down rules to harmonise the liability of the trader for lack of conformity which exists at the time when the goods were delivered and which becomes apparent within two years of that time pursuant to the provisions of articles 10, 11 and 12 of Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods,.

2. The Joint Committee endeavours to promote the approximation of Party laws with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the remedies for lack of conformity, particularly by providing that the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract, pursuant to the provisions of articles 13, 14, 15 and 16 of Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods.
3. Parties shall seek to achieve maximum harmonisation under paragraphs 1 and 2 in three years after the adoption of this Decision.

Article 41

Harmonisation of commercial guarantees

1. The Joint Committee endeavours to promote the approximation of Party laws with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the regime of commercial guarantees which are binding on the guarantor under the conditions laid down in the commercial guarantee statement and associated advertising available at the time, or before the conclusion, of the contract, pursuant to the provisions of article 17 of Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods.
2. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Article 42

Harmonisation of right of redress in the chain of transactions

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the right to redress of the trader for lack of conformity resulting from an act or omission by a person in previous links of the chain of transactions, pursuant to the provisions of article 18 of Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods.
2. Parties shall determine in their laws, regulations and administrative provisions the person against whom the seller may pursue remedies and the relevant actions and conditions of exercise of the right of redress under paragraph 1.
3. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Chapter VI

Harmonisation of certain aspects concerning contracts for the supply of digital content and digital services

Article 43

Essential elements of the contract for supply of the digital content or digital service

1. Parties shall ensure that in contracts for the supply of digital content or digital service, the trader supplies digital content or a digital service to the consumer, without undue delay after the conclusion of the contract, unless agreed otherwise by the parties to the contract.
2. Parties shall provide that the trader has complied with the obligation to supply when:
 - a. the digital content or any means suitable for accessing or downloading the digital content is made available or accessible to the consumer, or to a physical or virtual facility chosen by the consumer for that purpose;
 - b. the digital service is made accessible to the consumer or to a physical or virtual facility chosen by the consumer for that purpose.

Article 44

Harmonisation of conformity requirements of the digital content or digital service

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise certain contractual requirements of contracts for supply of digital content or digital services, particularly by ensuring that the trader supplies to the consumer digital content or a digital service that meets the subjective and objective requirements for conformity, requirements for correct integration and, where applicable, without prejudice to third-party rights in line with the provisions of articles 6, 7, 8, 9 and 10 of Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services.
2. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Article 45

Harmonisation of liability of trader

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations, and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the liability of the trader for failure to supply the digital content or digital service pursuant to the provisions of article 11 and 12 of Directive (EU)

2019/770 on certain aspects concerning contracts for the supply of digital content and digital services.

2. Parties shall ensure that the burden of proof with regard to whether the digital content or digital service is supplied in conformity requirements, as may be stipulated by Party law, is on the trader.
3. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Article 46

Harmonisation of remedies for failure to supply and lack of conformity

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the available remedies for failure to supply digital content or a digital service and for lack of conformity of digital content or a digital service pursuant to the provisions of article 13, 14, 15, 16 and 17 of Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services.
2. As a minimum, Parties shall ensure that in cases of lack of conformity, the consumer is entitled to have the digital content or digital service brought into conformity, to receive a proportionate reduction in the price, or to terminate the contract.
3. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Article 47

Harmonisation of modalities for modification of the digital content or digital service

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the modalities for modification of digital content or a digital service that is to be supplied or made accessible to the consumer over a period of time, pursuant to the provisions of article 19 of Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services.

Article 48

Harmonisation of right of redress in the chain of transactions

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise the right to redress of the trader for failure to supply or lack of conformity resulting from an act or omission by a person in previous links of the chain

of transactions, pursuant to the provisions of article 20 of Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services.

2. Parties shall determine in their laws, regulations and administrative provisions the person against whom the seller may pursue remedies and the relevant actions and conditions of exercise of the right of redress under paragraph 1.
3. Parties shall seek to achieve maximum harmonisation under paragraph 1 in three years after the adoption of this Decision.

Chapter VII

Imperative nature of consumer rights

Article 49

Imperative nature

1. If the laws, regulations and administrative provisions applicable to the contract is the laws, regulations and administrative provisions of a Party, that Party shall provide consumers may not waive the rights conferred on them by Party measures adopted in line with this Decision.
2. Any contractual terms which directly or indirectly waive or restrict the rights resulting from this Decision shall not be binding on the consumer.

TITLE IV

ALTERNATIVE AND ONLINE DISPUTE RESOLUTION FOR CONSUMER DISPUTES

Article 50

Harmonisation of alternative dispute resolution mechanisms

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to harmonise alternative dispute resolution mechanisms so as to facilitate access by consumers to ADR procedures and to ensure that disputes which involve a trader established under their respective jurisdiction can be submitted to an ADR entity which complies with the requirements set out in Directive 2013/11/EU on alternative dispute resolution for consumer disputes.
2. The action under paragraph 1 aims at harmonising aspects of consumer protection concerning the alternative resolution of consumer disputes by ensuring that consumers can, on a voluntary basis, submit complaints against traders to entities offering independent, impartial, transparent, effective, fast and fair alternative dispute resolution procedures. These aspects shall concern, as a minimum:

- a. Requirements for ADR entities, such as maintaining an up-to-date website which provides the parties with easy access to information concerning the ADR procedure, and which enables consumers to submit a complaint and the requisite supporting documents online under article 5 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- b. Requirements for expertise, independence and impartiality so as to ensure that natural persons in charge of ADR possess the necessary expertise and are independent and impartial under article 6 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- c. Requirements for transparency by ensuring that ADR entities make publicly available on their websites, on a durable medium upon request, and by any other means they consider appropriate, clear and easily understandable information under article 7 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- d. Requirements of effectiveness such as ensuring that the ADR procedure is available and easily accessible online and offline to both parties irrespective of where they are, and others under article 8 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- e. Requirements of fairness under article 9 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- f. Requirements of liberty, particularly by ensuring that agreement between a consumer and a trader to submit complaints to an ADR entity is not binding on the consumer if it was concluded before the dispute has materialised and if it has the effect of depriving the consumer of his right to bring an action before the courts for the settlement of the dispute, under article 10 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- g. Requirements of legality article 11 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- h. Requirements for traders to inform consumers about the ADR entity or ADR entities by which those traders are covered, when those traders commit to or are obliged to use those entities to resolve disputes with consumers, pursuant to article 13 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- i. Measures to ensure that, with regard to disputes arising from inter-Party sales or service contracts, consumers can obtain assistance to access the ADR entity operating in another Party which is competent to deal with their inter-Party dispute, pursuant to article 14 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes;
- j. Measures to facilitate cooperation between ADR entities, as well as between ADR entities and Party authorities, in the resolution of inter-Party disputes by conducting regular exchanges of mutual information and best practices as regards the settlement of both inter-Party and domestic disputes, pursuant to articles 16 and 17 of Directive 2013/11/EU on alternative dispute resolution for consumer disputes.

3. Parties shall seek to initiate the actions under paragraphs 1 and 2 not later than 18 months upon adoption of this Decision.

Article 51

Harmonisation of online dispute resolution mechanisms

1. The Joint Committee endeavours to promote the approximation of Party laws, regulations and administrative provisions with a view to contributing to the proper functioning of the common market by laying down rules to initiate steps towards the establishment of a ODR platform for CEFTA facilitating the independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and traders online, pursuant to the provisions of Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes (Regulation on consumer ODR).
2. The action under paragraph 1 aims at harmonising aspects of consumer protection regarding the out-of-court resolution of disputes concerning contractual obligations stemming from online sales or service contracts between a consumer resident in a Party and a trader established in a Party through the intervention of an ADR entity which involves the use of an ODR platform. These aspects shall concern, as a minimum:
 - a. Legal, technical and governance requirements for the establishment of a CEFTA ODR platform, incl. operation, translation functions, maintenance, funding and data security, pursuant to article 5 of Regulation on consumer ODR;
 - b. Establishment of a network of ODR contact points pursuant to article 7 of Regulation on consumer ODR;
 - c. Procedures for the submission, processing and transmission of a complaint, and resolution of a dispute pursuant to articles 8, 9 and 10 Regulation on consumer ODR;
 - d. Requirements for processing of personal data, data confidentiality and security pursuant to article 12 and 13 Regulation on consumer ODR;
 - e. Requirements to provide easily accessible information to consumers pursuant to article 14 of Regulation on consumer ODR.
3. Parties shall seek to the initiate the actions under paragraphs 1 and 2 not later than 18 months upon adoption of this Decision.

TITLE V

ADMINISTRATIVE COOPERATION

Article 52

Cooperation

1. Each Party shall ensure prompt response through the Contact Point for Services to all requests by another Party for specific information on any of its measures of general application in the field of consumer protection, including aspects harmonised by this Decision.
2. Parties shall ensure necessary resources for the application of this Decision, including sufficient budgetary and other resources, expertise, procedures and other arrangements.
3. Parties endeavour to observe the principles of cooperation stipulated by Regulation (EU) 2017/2394

TITLE VI

OTHER PROVISIONS

Article 53

Transposition

The parties shall bring into force the laws, regulations and administrative provisions necessary to comply with this Decision not later than 30 months upon adoption of this Decision.

Article 54

Final provisions

1. This Decision is subject to ratification, acceptance or approval in accordance with the requirements foreseen by the legislation and/or regulation of the Parties. The instruments of ratification, acceptance or approval shall be deposited with the Depositary.
2. This Decision shall enter into force on the thirtieth day upon depositing of the third instrument of ratification, acceptance or approval.
3. For each Party depositing its instrument of ratification, acceptance or approval after the date of the deposit of the third instrument of ratification, acceptance or approval, this Decision shall enter into force on the thirtieth day upon that Party depositing its instrument of ratification, acceptance or approval.
4. If its legal requirements allow, a Party may apply this Decision provisionally until that Party has deposited its instrument of ratification, acceptance or approval in accordance with paragraph 1. Any provisional application of this Decision shall be notified to the Depositary.

IN WITNESS WHEREOF, the Plenipotentiaries of all CEFTA Parties, being duly authorized thereto, have adopted this Decision.

Done in Belgrade, on 9 October 2024, in a single authentic copy in the English language, which shall be deposited with the Depositary of the CEFTA 2006, which shall transmit certified copies to all CEFTA Parties.

ANNEX I

Information concerning the exercise of the right of withdrawal

A. Model instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day.

...

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

...

...

Instructions for completion:

1. Insert one of the following texts between inverted commas:

- a. in the case of a service contract or a contract for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium: ‘of the conclusion of the contract.’;
- b. in the case of a sales contract: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.’;
- c. in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.’;

- d. in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.';
- e. in the case of a contract for regular delivery of goods during a defined period of time: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.'.

2. Insert your name, geographical address, telephone number and email address.

3. If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the contract on your website, insert the following: 'You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.'

4. In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following: 'We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.'

5. If the consumer has received goods in connection with the contract:

a. insert:

- 'We will collect the goods.'; or,
- 'You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.'

b. insert:

- 'We will bear the cost of returning the goods.',
- 'You will have to bear the direct cost of returning the goods.',
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: 'You will have to bear the direct cost of returning the goods, ... EUR [insert the amount].'; or if the cost of returning the goods cannot reasonably be calculated in advance: 'You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].'; or
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: 'We will collect the goods at our own expense.'; and,

c. insert 'You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.'

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.'

B. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To [here the trader's name, geographical address and email address are to be inserted by the trader]:
- I/We () hereby give notice that I/We () withdraw from my/our () contract of sale of the following goods () /for the provision of the following service (),
- Ordered on () /received on (),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date.

ANNEX II

Information requirements for distance contracts

A. Information requirements for distance contracts

- a. Main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
- b. Identity of the trader, such as his trading name;
- c. Geographical address at which the trader is established as well as the trader's telephone number, email address and any other means of online communication, as may be provided by the trader, which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence;
- d. If different from the address provided in accordance with point (c), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;
- e. Total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;
- f. Where applicable, that the price was personalised on the basis of automated decision-making;
- g. Cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- h. Arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;
- i. Where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with article 27(1), as well as the model withdrawal form set out in Annex I(B);
- j. Where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;

- k. That, if the consumer exercises the right of withdrawal after having made a request in accordance with article 24(9), the consumer shall be liable to pay the trader reasonable costs in accordance with Annex III(B);
- l. Where a right of withdrawal is not provided for in accordance with article 32 and Annex IV, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his or her right of withdrawal;
- m. Reminder of the existence of a legal guarantee of conformity for goods, digital content and digital services;
- n. Where applicable, the existence and the conditions of after sale customer assistance, after-sales services and commercial guarantees;
- o. Existence of relevant codes of conduct which define the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors, and how copies of them can be obtained, where applicable;
- p. Duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- q. Where applicable, the minimum duration of the consumer's obligations under the contract;
- r. Where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- s. Where applicable, the functionality, including applicable technical protection measures, of goods with digital elements, digital content and digital services;
- t. Where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services that the trader is aware of or can reasonably be expected to have been aware of;
- u. Where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

B. Additional information requirements for contracts concluded on online marketplaces

- a. general information, made available in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented, on the main parameters determining ranking of offers presented to the consumer as a result of the search query and the relative importance of those parameters as opposed to other parameters;
- b. whether the third party offering the goods, services or digital content is a trader or not, on the basis of the declaration of that third party to the provider of the online marketplace;
- c. where the third party offering the goods, services or digital content is not a trader, that the consumer rights stemming from Party consumer protection laws, regulations and administrative provisions do not apply to the contract;
- d. where applicable, how the obligations related to the contract are shared between the third party offering the goods, services or digital content and the provider of the online

marketplace, such information being without prejudice to any responsibility that the provider of the online marketplace or the third-party trader has in relation to the contract under other Party laws, regulations and administrative provisions.

ANNEX III

Contractual obligations of parties in the event of withdrawal

A. Obligations of the trader in the event of withdrawal

1. The trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he or she is informed of the consumer's decision to withdraw from the contract in accordance with article 27 of this Decision. The trader shall carry out the reimbursement referred to in the first subparagraph using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.
2. Notwithstanding paragraph 1, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.
3. Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he or she has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.
4. In respect of personal data of the consumer, the trader shall comply with the obligations applicable under Parties' data protection laws, regulations and administrative provisions.
5. The trader shall refrain from using any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader, except where such content:
 - a. has no utility outside the context of the digital content or digital service supplied by the trader;
 - b. only relates to the consumer's activity when using the digital content or digital service supplied by the trader;
 - c. has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts; or
 - d. has been generated jointly by the consumer and others, and other consumers are able to continue to make use of the content.
6. Except in the situations referred to in point (a), (b) or (c) of paragraph 5, the trader shall, at the request of the consumer, make available to the consumer any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader.
7. The consumer shall be entitled to retrieve that digital content free of charge, without hindrance from the trader, within a reasonable time and in a commonly used and machine-readable format.
8. In the event of withdrawal from the contract, the trader may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or

digital service inaccessible to the consumer or disabling the user account of the consumer, without prejudice to paragraph 6.

B. Obligations of the consumer in the event of withdrawal

1. Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with article 27 of this Decision. The deadline shall be met if the consumer sends back the goods before the period of 14 days has expired.
2. The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.
3. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods. The consumer shall in any event not be liable for diminished value of the goods where the trader has failed to provide notice of the right of withdrawal in accordance with point (i) of Annex III(A).
4. In the event of withdrawal from the contract, the consumer shall refrain from using the digital content or digital service and from making it available to third parties.
5. Where a consumer exercises the right of withdrawal after having made a request in accordance with article 24(9) of this Decision, the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by the consumer to the trader shall be calculated on the basis of the total price agreed in the contract. If the total price is excessive, the proportionate amount shall be calculated on the basis of the market value of what has been provided.
6. The consumer shall bear no cost for the supply, in full or in part, of digital content which is not supplied on a tangible medium where:
 - a. the consumer has not given prior express consent to the beginning of the performance before the end of the 14-day referred to in article 25;
 - b. the consumer has not acknowledged that he loses his right of withdrawal when giving his consent; or
 - c. the trader has failed to provide confirmation in accordance with article 24(8).
7. Except as provided for in this Annex, the consumer shall not incur any liability as a consequence of the exercise of the right of withdrawal.

ANNEX IV

Exceptions from the right of withdrawal

- a. Service contracts after the service has been fully performed but, if the contract places the consumer under an obligation to pay, only if the performance has begun with the consumer's prior express consent and acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;
- b. Supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- c. Supply of goods made to the consumer's specifications or clearly personalised;
- d. Supply of goods which are liable to deteriorate or expire rapidly;
- e. Supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- f. Supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- g. Supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- h. Contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
- i. Supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- j. Supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- k. Contracts concluded at a public auction;
- l. Provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- m. Contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun and, if the contract places the consumer under an obligation to pay, where:
 - i. the consumer has provided prior express consent to begin the performance during the right of withdrawal period;
 - ii. the consumer has provided acknowledgement that he or she thereby loses his or her right of withdrawal; and

iii. the trader has provided confirmation in accordance with article 24(8).