

Right of Withdrawal: Addition of a New Withdrawal feature for Distance Contracts Concluded Online

Louis Vogel, *Professor of Law*
Joseph Vogel, *Attorney at the Paris Bar*

One click to commit, one click to withdraw: Ordinance No. 2026-2 introduces a new obligation for professionals, designed to make it easier to withdraw from certain distance contracts.

An important ordinance and implementing decree for professionals engaged in distance selling (of goods or services) were published in the Journal officiel on Tuesday, 6 January 2026. Ordinance No. 2026-2 of 5 January 2026 is aimed primarily at amending the rules relating to the distance sale of financial services, while the arrangements for integrating the functionality are specified by Decree No. 2026-3 of 5 January 2026.

This ordinance transposes certain provisions of Directive 2023/2673 of 22 November 2023 on distance contracts for financial services, which seeks to modernize the existing regulatory framework to take account of the increasing digitalization of the distribution of financial services contracts.

Although initially intended for financial services, the mechanism was broadened so as to apply to any contract concluded at a distance via an online interface.

1. A New Online Withdrawal Functionality

Article 3 of the ordinance amends Article L. 221-21 of the French Consumer Code, which defines the conditions for exercising the right

of withdrawal, by adding the following two paragraphs:

“For distance contracts concluded by means of an online interface, the trader shall make available to the consumer, at no cost to the consumer, a functionality enabling the consumer to exercise, free of charge, his or her right of withdrawal before expiry of the period provided for in Article L. 221-18.

A decree shall determine the conditions governing the presentation and use of this functionality, in such a way as to guarantee easy, direct and permanent access to it for the consumer.”

Where a distance contract is concluded by means of a website, an application, or any other online interface, the trader must offer the consumer a functionality enabling the consumer to exercise the right of withdrawal via that same interface.

Article 2 of the implementing decree, for its part, inserts a new Article D. 221-5 into the French Consumer Code, which sets out the specifications for this new withdrawal functionality:

- It must be identified, in a legible manner, by the words **“withdraw from contract here”** or by a similarly unambiguous phrase.
- It must be displayed on the online interface in a visible manner, directly and easily accessible to the

consumer.

- It must remain available throughout the withdrawal period.
- It must enable the consumer to send an online withdrawal statement informing the trader of the consumer’s decision to withdraw from the contract.

• That statement must be designed so as to allow the consumer easily to provide or confirm the following information:

- a) first name and surname;
- b) detailed information enabling the identification of the contract from which the consumer wishes to withdraw;
- c) detailed information concerning the electronic means by which the consumer wishes to receive acknowledgment of receipt of the withdrawal.

• Once the withdrawal statement has been completed online, the consumer must be able to submit it by means of a confirmation function identified, in a legible manner, by the words **“confirm withdrawal”** or by a similarly unambiguous phrase.

• After the consumer has submitted the withdrawal statement, the trader must send the consumer, within a reasonable period of time, an acknowledgment of receipt on paper or on another durable medium. That acknowledgment of receipt

must mention, in particular, the content of the withdrawal statement, as well as the date and time at which it was sent.

This new obligation will apply from **19 June 2026**.

Failing to introduce this new functionality, the professionals concerned expose themselves to an administrative fine of up to **EUR 15,000** for a natural person and up to **EUR 75,000** for a legal person (see Article 242-13 of the French Consumer Code).

2. The Obligation to Inform Consumers About This New Functionality

In order to ensure the effectiveness of the mechanism, the ordinance requires professionals to inform their consumer customers of the existence and location of this functionality. Article 2 of the ordinance therefore supplements the provisions of Article L. 221-5 of the French Consumer Code.

Companies will therefore need to adapt their general terms and conditions of sale by **19 June 2026**, so as to mention the existence of this new functionality.

