<u>CROATIAN COMMENTS ON THE FIFTH PRESIDENCY COMPROMISE PROPOSAL REGARDING DISTANCE SELLING OF FINANCIAL SERVICES (doc. ST 5150/23)</u>

<u>Rec 8</u>

<u>RED LINE</u> – Definition of financial service needs to be amended to explicitly include housing savings services and leasing.

Housing savings services are type of consumer financial service, however it seems they are not included in the scope of this directive. Extensive interpretation of the banking services could include housing savings services, however why exclude housing savings services provided from building societies. Alternatively, if the definition of financial services remains the same, we propose that the accompanying recital clarifies that financial services also include housing savings services.

Regarding leasing services, there is a dispute among legal scholars and practitioners whether leasing should be considered as a financial service in accordance to Article 2, point 12 of Directive 2011/83/EU. Given that leasing agreements with an option to purchase goods or services are included in the scope of the Proposal for a Directive of the EP and of the Council on consumer credits, it seems that these services should fall under credit services, however considering specific nature of the leasing services HR is of the opinion that definition of financial services needs to be amended to specifically address leasing as special type of financial services. EC said that we are to wait for EC's judgement on the matter of financial services, however that ruling won't address the nature of operative leasing. We should prescribe this services as financial by amendments of Art 2 pint 12 of CRD, alongside with all housing savings services (including ones provided by building societies).

Recital 8 clarifies that diamonds, wine and precious metal are not per se to be considered as financial services. Therefore, we do not understand why leasing and housing savings services could not also be addressed and clarified there.

<u>Second</u> - we propose a clarification whether crowdfunding services as defined by Crowdfunding Regulation (2020/1503) are covered by this Proposal, maybe in Recital 13. If they are not, we propose that this exemption is explicitly prescribed in Article 16.b paragraph 2.

<u>Art. 3(1b) CRD and Recital 15</u>

We disagree with deleting reference to the Article 24 Paragraphs 2 to 4 of the CRD.

We support the addition in Recital 15 taken from Recital 17 of the current DMFSD. We prefer to stick with the exact wording and not to change the word use as proposed by CZ.

*Adding new elements to an initial service agreement, **<u>such as a possibility to use an electronic payment instrument together with one's existing bank account,</u>** does not constitute an "operation" but an additional contract.*

Regarding Article 24 Paragraphs 2 to 4 of the CRD, we believe that those paragraphs should remain in the text. Namely, provision on the criteria for the application of penalties regulates only indicative and non-exhaustive criteria that are common in every MS, thus these provisions don't present any novelty in MS law on penalties. Also, this provision needs to be retained in the Proposal because the same criteria should be applied in deciding on penalties for all infringements of the consumer law.

Regarding provisions prescribing the rate of penalties in case of widespread infringements and widespread infringements with a Union dimension, if there are such infringements in financial sector, penalties should be dissuasive and effective, especially given the damage consumer are experiencing in cases of these infringements. Therefore, fines need to be proportionate to the infringement and Member States should set in their national law the maximum fine for such infringements at a level that is at least 4 % of the trader's annual turnover.

'(1b) **Only** Articles 1 and 2, Article 3(2), (5) and (6), Article 4, **Article 6a**, **Article 8(6), Article 11a,** Articles 16a to ~~16e~~**16d**, Article 19, Articles 21 to 23, Article 24~~(1),,~~ ~~(2), (3) and (4),~~, ~~and~~ Articles 25 ~~and~~ **to** ~~26~~ **27 and Article 29** shall apply to distance contracts concluded between a trader and a consumer for the supply of financial services.

Article 11a para 1

We can support FI's proposal to add clarification in the beginning of the sentence:

"Where the consumer has a right of withdrawal in accordance with Union legislation, *the trader shall, for distance contracts concluded by the means of an online interface, ensure that the consumer can withdraw from the contract on that same online interface by using a button or a similar function…*

Art 16a para 1 and 3

We remain on the request to delete words "*or any corresponding offer*" in paras 1 and 3 since this explicit reference does not change the traders' obligation in any way **and is therefore redundant**. Announced changes of CRD should delete this wording in corresponding articles.

*„Before the consumer is bound by a distance contract, ~~**or any corresponding offer**~~, the trader shall provide the consumer with the following information, in a clear and comprehensible manner:"*

However, in the spirit of compromise we can be flexible.

Art 16a(1)(c)

We believe that changes of this provision could be misleading for the consumers when we read it in relation to the point (b) of this paragraph.

Namely, point (b) of this paragraph already regulates means of communication with the trader/trader on whose behalf he is acting and such communication necessarily includes the possibility for the consumer to lodge his complaint through that means of communication.

If provision regulated by point c) is limited on the information where consumer can file a complaint (in the sense which electronic means of communication can be used for that purpose) the provision could be misleading because there is a provision (namely the point b) regulating electronic means of communication that differs from means where consumer can file a complaint.

If this provision is limited on the question to whom consumer can file a complaint, either to the trader or to the trader on whose behalf he is acting, there is no justification for such limitation, given that they are jointly and severally responsible to handle consumer complaints.

Therefore, we propose the deletion of point (c) together with the insertion of additional information from point (c) in the text of point (b). We hereby deliver the proposed wording, as follows:

”(b) the geographical address at which the trader is established as well as the ***trader’s telephone number, email address or details of other means of communication provided by the*** *trader~~’s telephone number and email address; in addition, where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means~~****, and where applicable, that of the trader on whose behalf he is acting****; all those means of communication provided by the trader shall enable the consumer to address any complaints or otherwise contact the trader quickly and communicate with him efficiently* ***and guarantee that the consumer can keep any written correspondence with the trader on a durable medium****, which is especially relevant in situations where the consumer and to address any complaints ~~where applicable, the trader shall also provide the geographical address and identity of the trader on whose behalf he is acting;”~~*

~~”(c) if different from the address provided in accordance with point (b), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting,~~ ***~~information on~~*** *~~where the consumer can address any complaints~~* ***~~to the trader, and, where applicable, to the trader on whose behalf he is acting~~****~~;”~~*

Art 16a(1)(n) and Recital 19

RED LINE - **We strongly disagree with deletion of point n.** Although there are numerous MS comments on the scope of the trader’s obligation relating information on risk-reward profile, such obligation undoubtedly needs to be regulated by this Proposal as one of decisive reasons for the consumer to conclude the contract. In relation to the comments on the clarity of the provision, the obligation in point n) should explicitly clarify that risk-reward profile includes information on possible maximum loss of capital and whether all capital can be lost. And this obligation needs to be harmonized.

Thus, we propose reintroducing point n) in the text, with minor amendments. Namely, we suggest to add the following text at the end of the point: *including information on possible maximum loss of capital and whether all capital can be lost;”*

“(n) where applicable, a brief description of the risk-reward profile, including information on possible maximum loss of capital and whether all capital can be lost;”

Accordingly, we propose that the points (i) and (n) should be included in Art 16a (2) as necessary consumer information:

By way of derogation from paragraph 1, if the consumer explicitly agrees, the trader may provide only the information referred to in points (a), (f), (g), (i), (j) (n) and (p) of that paragraph. In that

case t~~T~~he trader shall inform the consumer of the nature and the availability of other information referred to in paragraph 1 ~~and shall provide that information when fulfilling obligations under paragraph 3~~.

The same reasoning applies with regards to the para 4a:

Except for the information referred to in paragraph 1, points (a), (f), (g), (i), **(j)**, (n) and (p), the trader shall be permitted to layer the information where it is provided by electronic means.

Art 16a(1)(t)

We propose that the wording of this provision remains as it was originally proposed. Average consumer isn't informed of the regulations on the competence of the court and therefore this information should be included in the pre-contractual information to facilitate consumer protection in cases of infringement of consumer rights.

Art 16a(1)(x)

We support the addition of point x).

Art 16a(4) and Recital 20a

In addition, we suggest keeping provision of Article 5 Paragraph 3 of the current DMFSD. Such provision is not only favourable for the consumer, but also ensures easy change of the means of distance communication used in age of fast technology growth. Given that this provision has been in force for quite some time, traders have already adjusted their business to this obligation and keeping this provision wouldn't be burdensome for them.

The consumer is entitled to change the means of distance communication used, unless this is incompatible with the contract concluded or the nature of the provided financial service."

Art 16a(6) and Recital 13b

Obligation to provide consumer with pre-contractual information in special Union laws includes a specific scope of information, e.g. information about the distributor's legal form, his cooperation with insurance companies, about the product itself, etc. This obligation regulated by special Union acts should not exclude obligation to provide pre-contractual information under this Proposal, but rather should complement them.

Therefore, we propose the following amendments of the text:

"Where another Union act governing specific financial services contains rules on the exercise of the right of withdrawal, ~~only~~ the right of withdrawal rules of that Union act shall also apply to those specific financial services, unless provided otherwise in that act."

Art 16b(1)(b) third subparagraph

Consequences of omission to inform consumer of the right to withdraw are unclear, therefore we would appreciate the clarification of whether in such case consumer has indefinite right to withdraw from the contract. Does this provision signify that there is no time limit for right to withdraw? If that is the case, the provision needs to be explicit on that consequence (such consequence needs to be explicitly indicated in the provision).

Art 16b(2)(a)

If this reference to the definition of crypto assets in MiCA Regulation will be deleted from the text, it is necessary to prescribe appropriate and applicable definition of crypto assets in this Proposal, in order to ensure legal certainty.

However, in the spirit of compromise we can be flexible.

Art 16b(6)

As explained before, obligation to provide consumer with pre-contractual information in sectorial EU legislation includes a specific scope of information, e.g. information about the distributor's legal form, his cooperation with insurance companies, about the product itself, etc. This obligation regulated by specific Union acts should not exclude obligation to provide pre-contractual information under this Proposal, but rather should complement them.

Regarding the correlation between right to withdraw from the contract and reflection period, in order to ensure high level of consumer protection in financial sector, consumer's right to withdraw should never be affected by the right to use the reflection period.

Therefore, we propose the following amendments of the text:

"Where another Union act governing specific financial services contains rules on the right of withdrawal, ~~only~~ the right of withdrawal rules of that Union act shall also apply to those specific financial services, unless provided otherwise in that act. ~~Where there exists an option for Member States to choose between right of withdrawal and an alternative, such as reflection period, only the corresponding rules of that Union act shall apply to those specific financial services, unless provided otherwise in that act.."~~

Art 16c Par 1a/Rec 23

We would like an explanation of necessity of this provision.

Art 16d (1) point ba

We can support PT's proposal to add point ba stating:

ba) Where applicable, the various stages of the process necessary to conclude the contract, as well as the documents that must be made available by consumers to the trader for that purpose.

In addition to the abovementioned suggestion, we also deem appropriate to include information regarding the process necessary to conclude the contract.

Art 16d(2a)

As it was explained by CZ PRES that this is merely an option for MS, text should reflect that, thus word "*shall*" needs to be replaced with *"may".*

Art 16d 3a

We took note of the SE PRES explanation on para 1 and the addition of “including”, however we prefer reintroducing para 3a as follows:

“3.a Member States may maintain or adopt additional provisions than those referred to in this Article.”

Council of the European Union
General Secretariat

Interinstitutional files:
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Brussels, 30 January 2023

WK 1322/2023 INIT

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NOTE

From:	Delegations
To:	Working Party on Consumer Protection and Information (Consumer Credits) Working Party on Consumer Protection and Information (Attachés) Working Party on Consumer Protection and Information
Subject:	Directive on financial services contracts concluded at a distance - Member States' comments to 5150/23

Delegations will find attached comments from EE, IE, HR, LV and RO.

Written comments from Estonian delegation

We are forwarding the Estonian delegation's written comments on the withdrawal button, which were not reflected at the Working Party held on the 25.01.2023.

In the beginning of this year we contacted stakeholders who would be affected by the inclusion of a withdrawal button to the CRD. The feedback was rather sceptical – overwhelmingly, traders were concerned about the high development costs, especially when it comes to small enterprises with a small customer base and profits. Without a concrete impact assessment, it is difficult for us to accurately assess whether such a solution balances the interests of consumers and traders, in particular whether the added value for consumers outweighs the burden on traders. In addition, stakeholders pointed out that imposing such an obligation on traders at this procedural stage without an impact assessment is rather surprising.

Perhaps it would still be possible to deal with the withdrawal button in the revision of the CRD. Alternatively, we could leave it to Member States to decide whether or not to create an obligation of the withdrawal button in the first instance, and return to the issue of the mandatory nature of the withdrawal button in the revision of the CRD.

Comments by Ireland on the Distance Marketing Directive – 27 January 2023

Introductory Comments

- Thanks to the Swedish Presidency for a productive meeting on 25 January 2023 and once again, our thanks to the Czech Presidency on all the work they have done on this file also.
- Ahead of a 6th draft of the DMFSD, we set out a number of comments below for consideration.

Article 11a - Withdrawal Button and Application to Consumer Rights Directive

- We have a number of concerns regarding the process for introducing the application of the withdrawal button to the Consumer Rights Directive under Article 11a.
    - This amendment has been introduced (at a very late stage) in the DMFSD and goes beyond the scope of this WP given its focus on financial services.
    - We note that this extension of the Withdrawal Button to CRD was raised in the Empowering Consumers on the Green Transition WP last year, but the Commission responded that it saw this as a matter for another forum as it went beyond the brief of that WP.
    - We underline the importance of evidence informed policy-making which is underpinned by robust impact analysis and consultation.
    - Stakeholders should be notified of proposed laws and given an opportunity to input and we note that this amendment is being introduced in the absence of a fitness check having been conducted.
    - The CION had previously indicated that this particular proposal should be subject to a fitness check.
    - We would highlight the importance of adhering to other EU frameworks, for example, the SME test and the regulatory burden that this proposal potentially places on SMEs.
    - In addition to the above, Irish consumer law has recently gone through significant reform with the enactments of the Consumer Rights Act and the

commencement of the Pricing Indications Regulations as examples, which give effect to a number of EU Directives.
    - Consideration would also need to be given to a business's capacity to implement such changes in a potentially short period without consultation.
- We have reservations about the application to CRD as outlined above.
- We would also want to highlight the need that any regulatory changes to the CRD should be consumer centred.
- In principle, Ireland is in favour of the extension of the withdrawal button to other distance contracts concluded using an online interface or, at least a requirement which makes it as easy to cancel as it is to sign up to such contracts. However, we reiterate our concerns about the need for robust analysis and stakeholder engagement.

Digital Fitness Check Public Consultation on CRD Cancellation Button

- The current public consultation issued by the European Commission for the Digital Fairness Fitness Check in relation to the Consumer Rights Directive, Unfair Commercial Practices Directive and Unfair Terms in Consumer Contracts Directive, poses a question as to whether 'clear technical means (e.g. a prominent cancellation button) would help consumers to cancel more easily'.
- In order to ensure that policy and legislative choices on the right of withdrawal are fully informed and developed, it may be that the proposal to extend the scope of the withdrawal button beyond financial services would be best assessed through more in-depth consideration of a cancellation button.
- This could be used to give effect to both the right to withdraw (within the time limits set in the CRD) and a right of cancellation (when out of contract) as will be offered by the Fitness Check.

Lex Specialis/Subsidiarity, DMFSD interaction with sector-specific legislation, and Legal Certainty

- A number of MS have raised concerns with subsidiarity/lex specialis and the application of certain elements of DMFSD such as the right of withdrawal, and the provision of pre-contractual information in sector-specific legislation.
- Ireland has repeatedly stated its belief that it would be useful for the CION to conduct a mapping exercise across EU financial services files to highlight whether the DMFSD or the sector-specific legislation would apply in relation to areas such as pre-contractual information, right of withdrawal, etc.
- This would help highlight any issues to MS and would bring legal certainty to Member States when it comes to transposing this Directive.
- Without some level of clarification on this matter, it is quite possible that there will be 27 different interpretations of the DMFSD and its interaction with sector-specific legislation, which does not bring benefits to the consumers or to the traders.

Deletion of Article 16e – Online Fairness and Recital 12

- Currently, Article 16e has been deleted on the basis that the text is not sufficiently tight enough for the intended outcome. While we understand why it has been deleted, we think this may have come too early.
- It is now proposed that the intent of this Article will be covered by the Digital Services Act, however some MS have pointed out that the DSA may not cover all of the online/distance platforms that contracts can be concluded upon.
- We welcome the intent under Article 30 that the Commission will prepare a report on the provision of financial services by means of an online interface including the effects of the structure, design, function or manner of operation of online interfaces on consumer's ability to make decisions.
- We appreciate that the amendment to Recital 12 aims to include the principle of Article 16e in the DMFSD and includes a direct reference to the Digital Services Act.

- Consideration could be given to referring to prohibition of practices such as those listed below, in Recital 12, to try to cover those products/platforms that are not covered by the Digital Services Act:
    - Using colouring to influence decision
    - Using pre-ticked boxes to influence consumers
    - Using timed transactions to pressure consumers
    - Using behavioural data to influence consumers
    - Using price changes to pressure consumers

Recital 8

We welcome the clarification here that items such as precious metals, diamonds, wine, and whiskey, etc. are not a financial service.

Recital 11

Is the reference to online fairness here still relevant given that Article 16e has been deleted?

Recitals 13b and 13c

"*With regard to the right of withdrawal, where the Union act governing specific financial services gives consumers time to consider the implications of the contract signed, and irrespective of <u>how it is called</u> by that Union act …"*

"…, irrespective of <u>how it is called</u> by that Union act."

We suggest replacing the term 'how it is called' for readability. Alternatives include 'irrespective of': 'the naming convention used', 'what it is called', 'how it is labelled'.

Recital 18

"The requirements on the complaint handling policy could be determined by Member States."

We would suggest amending the word "could" to "may" in the above recital.

Recital 22, 22a and Article 16a (4a)

In different places, the possibility for the consumer to access information is framed differently. In recital 22 it refers to being possible to "print", in recital 22a it refers to the possibility to "download", and in Article 16a it requires the consumer to be able to "view, save and print".

We suggest using consistent terminology throughout.

Recital 23

"When the consumer has a right to withdraw from these contracts, the possible ***profit or*** *loss in value of the financial market instruments should be taken into account in the amount payable to the consumer."*

We suggest an addition as per above to recognise the possibility of a profit for the consumer.

Recital 26

"The objective of the provision of adequate explanation is to ensure that the consumer understands ***the*** *financial service offered by the trader before he or she signs the contract."*

We suggest addition of the word "the" as per above. Also, possibly "explanations".

Recital 26a

"Therefore, Member States could adapt the way in which such explanations are given to the circumstances in which the financial service is offered and to the consumer's need for assistance, taking into account the consumer's knowledge and experience of financial service and its nature."

We would suggest amending the word "could" to "may" in the above recital.

Article 1

As Finland noted, the application of Article 21 of the CRD is somewhat contradicted by the second sub-paragraph of Article 1(1b). An exemption should be included for this matter so that customers are not charged more than the basic rate for telephone communications for subsequent operations of the distance contract.

Article 16a(3)

It is not clear to us how a consumer would be bound by 'any corresponding offer'.

Article 16a(4) second paragraph.

We would like to see how this specific reference interacts with the horizontal European Accessibility Act.

Article 16a(5a)

“Member States may adopt or maintain additional provisions on information requirements ~~than~~ **to** those referred to in this Article.”

Proposal by Latvia for Article 11a

In Article 11a, the following paragraph (6) is inserted:

6. This Article shall not apply to traders that qualify as micro and small enterprises as defined in Recommendation 2003/361/EC ([1]). This paragraph is without prejudice to voluntary commitments by traders that qualify as micro and small enterprises. If a trader qualifies as micro and small enterprise and voluntarily complies with paragraph 1 of this Article, it shall be subject to all obligations of this Article. This paragraph shall not apply to traders providing distance contracts for financial services in accordance with Chapter IIIa.

(4) In Article 30, the following subparagraph is inserted:

By [5 years from entry into force], the Commission shall submit a report on the application of this Directive regarding the distance contracts for financial services to the European Parliament and the Council. That report shall include in particular an assessment of the provision of financial services by means of an online interface including effects of the structure, design, function or manner of operation of online interfaces on consumer's ability to make decisions. **The report shall also include an assessment of the effectiveness and scope of the application of Article 11a**. The report shall be accompanied, where necessary, by a legislative proposal to adapt this Directive to the development in the field of consumer rights.

Explanatory statement:

The proposal to widen the scope of the withdrawal button or a similar feature to all online traders within the scope of the Consumer Rights Directive was not subjected to an impact assessment. Accordingly, the proportionality and subsidiarity of this provision has not been evaluated - the potential benefits for consumers versus the costs for traders, the consequent impact on prices in e-commerce, on micro and small entrepreneurs (which is the most vulnerable group of companies), on data protection and on competition. In addition, we do not have any information that the existing system of exercising the right of withdrawal has significant flaws and is not fit for digital age besides potentially in provision of services.

LV is in favour of a simple and effective withdrawal for the consumers; however, it should be done taking into account principles of better and evidence-based regulation. To mitigate the risks LV would like to propose measures to temporarily limit the potential negative impact on micro and small enterprises that are already experiencing the hardships of economic crisis and assess the effectiveness of the withdrawal button before expanding it to the whole online sales sector. It should also be noted that in

[1] Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36).

recent years there have been several important changes in consumer protection legislation impacting retail, especially online, and the ability of businesses as well as of MS administrations to adjust is fairly limited.

Proposal for Article 11a provides that micro and small enterprises can apply the obligations imposed by Article 11a voluntarily. For example, if these enterprises see that implementation of this feature provides a competitive advantage. This provides flexibility and allows businesses to assess on a case-by-case basis whether they have sufficient resources and digital solutions to implement this feature in their online interface. In order to reduce the fragmentation of the legislation and ensure its consistent application in the internal market, the proposal provides that if a micro or small enterprise chooses the option to implement a withdrawal button or a similar feature, that enterprise shall accordingly fulfil all the obligations provided for in Article 11a.

In addition to that, LV proposes that the legislation review carried out by the Commission will specifically evaluate whether the withdrawal button has been effective, and it could also be applied to micro and small enterprises. It should be also noted that the Commission plans a digital fairness fitness check in 2024, which also gives an opportunity to provide evidence to expand the scope of the withdrawal button sooner than the review clause.

Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC – ST 5150/23

RO comments regarding Presidency fifth redraft

Regarding the DMSF Directive and the content of the analysed document, we mention that three authorities are involved at the national level in the elaboration of the point of view, whose opinions were harmonized in the final document, and the delay is due to the intention to have a complete point of view, with all the elements.

Thus, in principle, we signal that the file is on the right track, we consider that progress has been made, but we consider that a lot of attention is needed in the aspects under discussion, because some of the changes are of a nature to change the meaning of the discussion.

In the area of pension and insurance products, we have to emphasize that the pre-contractual information requirements (including adequate explanations) in the existing Union acts governing specific financial services (in particular, investment services and insurances) should apply to those specific consumer financial services, unless provided otherwise in those acts (egg. Directive 2016/97 on insurance distribution – art. 23(7) - in the case of telephone selling).
So, we support DE initiative regarding the ***list on all sectoral legislation for financial services that may prevail over the rules of the present directive.***

Regarding the "withdrawal button", we are on the opinion that it should only concern cases where the consumer has a right of withdrawal (see FI approach). Also, we agree with IT comments that the right of withdrawal should not apply when already regulated in sectoral legislation or when sectoral legislation contains provisions that are incompatible with it.

Second-we would like clarification whether crowdfunding services as defined by Crowdfunding Regulation (2020/1503) are covered by this Proposal? If they are not, we propose that this exemption is explicitly prescribed in Article 16.b paragraph 2.

Regarding recital 18 and article 16a, both suppliers and customers must have complete contact details. We consider this an element of maximum importance in this context.

Recital 26b should also mention the cases in which the AI verifies documents or performs certain operations.

Art Article 11 a can be supported, namely the existence of the withdrawal button. Moreover, if the financial service contracted at a distance was paid through a payment operator (e.g. Paypal, etc.) the existence of the withdrawal button should be duplicated, both on the platform of the provider and the payment intermediary.

Regarding recital 18 and article 16a, both suppliers and customers must have complete contact details. We consider this an element of maximum importance in this context.

Recital 26b should also mention the cases in which the AI verifies documents or performs certain operations.

Art Article 11 a can be supported, namely the existence of the withdrawal button. Moreover, if the financial service contracted at a distance was paid through a payment operator (e.g. Paypal, etc.) the existence of the withdrawal button should be duplicated, both on the platform of the provider and the payment intermediary.

The consumer should receive confirmation of the waiver of the contract concluded in the first phase, which should be sent instantly to the creditor and the debtor by e-mail (or any a durable medium).

Similarly, signing the contract should be as easy as exiting the contract.