

# The online withdrawal button: A new mandatory obligation for online traders

On 22 November 2023, the European Parliament and the Council of the European Union adopted Directive (EU) 2023/2673 amending Directive 2011/83/EU as regards financial services contracts concluded at a distance and repealing Directive 2002/65/EC (the **Directive**). Although the Directive was adopted in 2023, its practical impact is being felt now: the new rules, including the new withdrawal function, are due to apply on 19 June 2026. This means that online webshops in Belgium and across the EU must have implemented the required changes by that date, subject to national transposition.

Among the key changes introduced by the Directive is the new Article 11a, which requires traders who conclude contracts at distance with consumers through an online interface to provide a dedicated withdrawal function - the “withdrawal button”. The objective of this measure is to ensure that consumers can withdraw from an online distance contract just as easily as they can conclude it, thereby increasing consumer awareness of their right of withdrawal and simplifying its exercise in the online environment.

The withdrawal button obligation applies not only to distance contracts for financial services, but to all distance contracts subject to the right of withdrawal under the Directive. Traders offering goods or services to consumers through online interfaces must implement the withdrawal function for any distance contract for which a right of withdrawal exists under EU law. Consumers are entitled to withdraw without incurring any penalties and without having to justify their decision.

## **The Withdrawal Button: Key Obligations**

Article 11a above imposes the following requirements on traders which conclude distance contracts by means of an online interface.

The trader must provide a **withdrawal function** labelled with the words “*withdraw from contract here*” or any unambiguous alternative wording. Such function must be continuously available throughout the withdrawal period. It must also be prominently displayed on the online interface and made easily accessible to the consumer. The withdrawal function must enable the consumer to send an online withdrawal statement enabling the consumer to easily provide or confirm: (i) his or her name, (ii) details identifying the distance contract and (iii) the electronic means required to receive the confirmation.

Once the statement is completed, the trader must provide a **confirmation function** labelled “*confirm withdrawal*” or any unambiguous corresponding formulation, designed to prevent the unintended exercise of the right of withdrawal. Upon activation of the confirmation function, the trader must send the consumer an acknowledgement of receipt on a durable medium and without undue delay. Such acknowledgement must include the content of the withdrawal statement and the date and time of its submission. The consumer is deemed to have exercised his or her right of withdrawal in time, provided that the statement was submitted before the withdrawal period expired.

## Timeline

Member States were required to transpose the Directive into national law by 19 December 2025, with the new obligations applying as from 19 June 2026. At the time of writing, Belgium has not yet transposed the Directive into national law. However, traders should not wait to take the necessary actions as most online activities are borderless and several other Member States, such as France, Germany and Italy, have already completed the transposition process.

## Conclusion

With the withdrawal button obligations becoming applicable as from 19 June 2026 in some Member States, traders concluding distance contracts with consumers through online interfaces should act now. In particular, traders should review their existing online interfaces to confirm whether a compliant withdrawal function is in place. If this is not the case, they should implement the required withdrawal and confirmation mechanisms together with a mechanism enabling the mailing of acknowledgements of receipt.

For further information or assistance, please do not hesitate to reach out to us.

The full text of Directive (EU) 2023/2673 can be consulted [here](#).

## Key contacts



**Tanguy Van Overstraeten**

Partner

tvanoverstraeten@vbb.com



**Axelle WaÛters**

Associate

awauters@vbb.com

---

### Brussels

Glaverbel Building  
Chaussée de La Hulpe 166  
B-1170 Brussels  
Belgium

+32 (0)2 647 73 50

### Geneva

2 Chemin des Mines  
CH-1202  
Geneva  
Switzerland

+41 (0)22 320 90 20

### London

Holborn Gate  
330 High Holborn  
London, WC1V 7QH  
United Kingdom

+44 (0)20 7406 1471



[www.vbb.com](http://www.vbb.com)

Van Bael & Bellis (VBB) means Van Bael & Bellis SRL / BV and/or affiliated undertakings. Van Bael & Bellis SRL / BV is a private limited company registered in Belgium with registered number 0428.460.282. It is a law firm partnership. All its partners and other lawyers are either members of the Brussels Bar or are members of foreign (non-Brussels) bars. Van Bael & Bellis (London) LLP is a limited liability partnership registered in England and Wales with registered number OC431476. It is a law firm authorised and regulated by the Solicitors Regulation Authority. A list of the names of the members of Van Bael & Bellis (London) LLP and their professional qualifications is open to inspection at its registered office, Holborn Gate, 330 High Holborn, WC1V 7QH and such persons are either solicitors or registered European lawyers. This communication is for general information purposes only and is not intended to provide legal advice. Please get in touch if you have any questions on any issues raised in it. Links to third party websites in this communication are not monitored or maintained by VBB. VBB does not endorse, verify or warrant the accuracy of the information in these websites and accepts no liability for any damage or loss you may suffer in connection with accessing them or using third party products or services.