

Full title of law or regulation	<p>Confianza Online Ethical Code. May 2021 (ES): https://www.autocontrol.es/wp-content/uploads/2021/05/codigo_confianza_online_2021.pdf</p> <p>English version of the 2015 Code (relevance explained below): https://www.g-regs.com/downloads/SPConfianzaOnlineEthicalCodeFullTrans.pdf</p>
Title of relevant section	<p>Title III E-Commerce, article 5. This is a translation from Title III of the May 2021 version of the Confianza Online Ethical Code, the Spanish - and therefore applicable - version of which is linked above. Most of the translation is taken from the Autocontrol (the Self-Regulatory Organisation in Spain) of the 2015 version of the code, as most of the clauses are unchanged. The additions to article 5 are related to mediation procedures with consumers, shown under clause 2 (h) below.</p> <p>As the regulations under Title III are essentially concerned with distance selling/ contractual information and not commercial communications, we are showing below only the article 5 that most closely relates to information requirements in commercial communications. The other articles 6 to 12 can be found in the Spanish version above, or under articles 16 to 22 of the 2015 code, English version linked above. These articles are unchanged in the 2021 version except in some mediation procedures referenced above, specifically:</p> <ul style="list-style-type: none"> • Under article 8, clause 7 now excludes the sentence in the 2015 code: <i>'In the case of undue delay by the trader with regards to the return of sums paid, the consumer may demand to be paid double the original amount due, without prejudice to their right to be compensated for damages incurred in excess of the said amount.'</i> a) Article 10 adds a clause 4: <i>When the claim presented to the trader has not been able to be resolved, the latter must provide the consumer with information regarding their adherence to an alternative dispute resolution entity in consumer matters, as well as the Confianza Online Code of Ethics. Similarly, there must be included on the website in a clear and easily accessible manner a link to the European Union's online dispute resolution platform, in accordance with the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council, of May 21, 2013.</i>
Clauses	Article 5. Obligations prior to initiation of contracting procedure
Clause 1	<p>Traders who make commercial transactions with consumers through electronic distance communications media, must provide clear, comprehensible, and unambiguous information about the steps to be followed in the purchase of the good or the contracting of the service offered prior to initiating the procedure of purchasing the good or contracting the service. The same must be provided about the possibility of archiving and making available to the consumer the document which formalizes the contract, the technical means they provide to the user for identifying and correcting errors when entering data or for cancelling the contract procedure, as well as the language(s) of the concluded contract when different from that of the information given prior to contracting. This obligation shall be considered met if the trader includes the information on their website.</p> <p>Nevertheless, when the trader designs their services to be accessed by devices with small screen sizes, the obligation described in the previous paragraph will be considered met if they provide the website where said information is made available to the recipient in a permanent, easy, direct, and exact manner.</p> <p>Traders are not obliged to provide the previously stated information when the contract is made through the exchange of email messages or other equivalent individual communication media.</p>
Clause 2	<p>Prior to the initiation of the procurement of goods or contracting of services, and subject to the information obligations set out in Article 6 of this Code, the trader must provide the consumer with access, at least through their website, to the general or specific conditions of contracting applicable in each case so that they may consult, store, and/or print them. The trader must also inform the consumer, at least in Spanish, and in a free and visible way, as a</p>

minimum, of the following:

- a) Full price, with reference to applicable taxes, as well as the currency, postage, shipping, and where appropriate the increases or reductions and additional service charges for accessories, financing, use of different payment means or other similar payment conditions. If due to the nature of the goods or services, the price may not be reasonably calculated in advance or liable to budgeting, the method of determining the price and additional costs must be stated. If said costs cannot be reasonably calculated, their existence must be mentioned.
- b) The period of the validity of the offer, if a promotional offer.
- c) Terms, conditions, and payment methods, including where appropriate credit options as well as the existence and conditions of deposits or other financial guarantees the consumer has to pay for or provide.
- d) The different delivery or completion methods that may exist for products or services hired as well as, if the case, possible restrictions and/or the date on which the trader commits to deliver the goods or perform its contractual obligations.
- e) Duration of the contract or, if it is indefinite or extended automatically, the conditions for resolution. Basic characteristics allowing for the identification of the goods or services as well as, where appropriate, the conditions required for use in reasonable relation to the goods, services, and medium used.
- f) Existence or non-existence of the right of withdrawal, presenting the conditions and costs for doing so, a model withdrawal form, and the rights of cancelation of or changes to the corresponding product or service. When goods by their nature cannot be returned by post, the cost of return must be stated.
- g) Warranties that apply to the purchase of a product or service, including a reminder about the legal warranty pursuant to the goods and conditions of services after purchase.
- h) Place and presentation method of possible claims and, when appropriate, the trader's claims processing system, including access to the extrajudicial dispute resolution procedures and the codes of conduct to which the trader is adhered. Similarly, there must be included on the website in a clear and easily accessible manner a link to the European Union's online dispute resolution platform, in accordance with the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council, of May 21, 2013.
- i) Name, company name, telephone, fax when available, contact email address, and address of the trader and, if any, the name, company name, and address of the vendor on whose behalf they are acting.
- j) Language or languages in which the contract may be formalized if not the same as for the pre-contracting information.
- k) Where applicable, the functionality of the content provided in digital format, including applicable technical protection measures.
- l) Where relevant, any interoperability related to digital content with the devices and programs known by the trader or that one may reasonably expect the trader to know of.

Clause 3

When the contracting process allows the procurement of various products or services simultaneously, as in the case of "shopping carts", the consumer has the right to view, in the moment immediately preceding the acceptance or provision of consent for acquiring the goods or hiring services, a summary that includes, at least, the list of the products requested or services they wish to contract as well as the basic characteristics allowing their identification, total amount, taxes, and shipping costs where appropriate shipping. The consumer must also be able to store and/or print this summary

Clause 4	The trader shall collect express consent for any additional costs beyond the payment agreed upon for the main contractual obligation. Details of these additional costs must be presented in a clear and comprehensible way, and the consumer must actively include them; that is, they may not apply in the case of default options to be rejected by the consumer
Clause 5	Applying together with the previous paragraph, the trader must acquire express consent from the consumer if the order involves a payment obligation, enabling a button or similar function that displays the words “order with payment obligation” or similar, easily legible and unambiguous formula.
