

Platis - Anastassiadis & Associates

The associate law firm of EY Greece

Act no. 5317/2026: New Requirement to Implement an Online “Withdrawal Button” on Distance Selling Contracts

The better the question. The better the answer. The better the world works.

The new Act establishes for the first time the obligation of traders to provide an electronic withdrawal mechanism (the “withdrawal button” or “withdrawal function”) for contracts concluded at a distance through an online interface.

On 10 July 2026, the Act no. 5317/2026 was published in the Government Gazette under the title “Strengthening consumer protection in the areas of credit agreements, financial services and contracts concluded at a distance, off-premises and electronically - Incorporation of Directives (EU) 2017/828, 2023/2225, 2023/2673, 2024/825, 2024/1799 and 2026/74 and other provisions” (Government Gazette A' 108/10.07.2026, hereinafter the “Act”).

Article 69 of Law 5317/2026 transposes Article 11a of Directive 2011/83/EU into Greek Law, as introduced by Directive (EU) 2023/2673.

More specifically, the new Act inserts Article 3za into Law 2251/1994 on Consumer Protection and aims to

strengthen the effective exercise of the consumer’s right of withdrawal by ensuring that a distance contract may be terminated with the same ease as that required for its conclusion.

The new Act is based on the principle of equivalence, according to which the withdrawal process must not be more burdensome than the purchase or subscription process itself.

The Act seeks to eliminate practices obstructive to withdrawal (“dark patterns”), such as requiring consumers to make telephone calls, send letters or e-mails to cancel electronically concluded contracts, hiding the withdrawal option, or imposing unnecessarily complex and discouraging navigation paths.

1. Requirement to Provide an Online “Withdrawal Button”

Traders concluding distance contracts through a website, mobile application, or any other online interface are required to provide a clear and easily readable withdrawal function.

The relevant option should be displayed with the wording “Click here to withdraw from the contract” or another equally clear and understandable statement, remain available throughout the statutory fourteen (14)-day withdrawal period, and be easily accessible even to visitors who are not logged into the online interface.

Indicative Compliance Practices:

- Placement of a permanent link in the website's header or footer.
- Creation of a dedicated option within the “Customer Service” or “Purchases and Returns” sections.
- Integration of the withdrawal function into the main menu of mobile applications.
- Display of the withdrawal link on the order confirmation page and in the corresponding order confirmation e-mail.
- Use of a prominent title such as “Online Withdrawal Form”.

2. Online Declaration of Withdrawal

Upon selecting the withdrawal button, the consumer should be redirected to an online form, through which the withdrawal declaration may be submitted easily and without unnecessary obstacles.

The form must allow the consumer to provide or confirm only the following information:

- the consumer's full name;
- information identifying the contract from which the consumer wishes to withdraw; and
- contact details through which confirmation of receipt of the withdrawal declaration will be communicated.

Indicative Compliance Practices:

- Pre-populated fields for logged-in users.
- Clear indication that any fields not required by law are optional.
- Avoidance of mandatory explanations for the withdrawal decision or additional procedural steps that may discourage consumers from exercising their rights.

3. Confirmation of the Withdrawal Declaration

After completing the withdrawal form, consumers must be able to finalize their submission through a dedicated confirmation function.

The relevant button should bear the title: “Confirm Withdrawal” and must be clear, prominent and easily recognizable as the final step of the withdrawal process.

Indicative Compliance Practices:

- Use of a visually prominent primary action button.
- Avoidance of design choices that conceal or de-emphasize the confirmation function.

4. Acknowledgement of Receipt of the Withdrawal Declaration

Following submission of the withdrawal declaration, the trader is required to provide the consumer with an acknowledgement of receipt on a durable medium, such as a PDF file or another storable electronic document.

The acknowledgement should include:

- the content of the withdrawal declaration;
- the exact date of submission; and
- the exact time of submission.

Indicative Compliance Practices:

- Automated and immediate generation of the acknowledgement of receipt.
- Recording of an accurate timestamp within the trader's information systems.
- Maintenance of appropriate log files and supporting records evidencing submission, for compliance and dispute-resolution purposes.

5. Updating of Terms and Conditions and Internal Procedures

Implementation of the new Act requires businesses to update their Terms and Conditions and pre-contractual consumer notices, so as to expressly refer to the possibility of exercising the right of withdrawal through the new electronic mechanism.

At the same time, the online withdrawal button does not replace other lawful means of exercising the right of withdrawal. Businesses must therefore continue to accept withdrawal declarations submitted through traditional channels, including the standard withdrawal form and other available means of communication.

6. Practical Implications for Businesses

The new Act entails significant organizational and technical obligations for e-commerce businesses and, more generally, for any supplier that concludes consumer contracts through online interfaces.

Of particular importance is the fact that, while existing case of the Court of Justice of the European Union generally places the burden of proving the timely exercise of the right of withdrawal on the consumer, the new regime requires traders to generate an automated acknowledgement of receipt containing the exact date and time of submission.

Consequently, businesses will be required to develop reliable recording and archiving mechanisms capable of demonstrating the lawful receipt and processing of withdrawal declarations in the event of a consumer complaint or legal dispute.

7. Conclusion

Article 69 of Law 5317/2026 constitutes an important development in consumer protection law within the digital environment, enhancing the practical effectiveness of the right of withdrawal and limiting the use of misleading or obstructive design practices in online transactions.

Businesses operating in the e-commerce sector should assess their online interfaces, contractual processes and technical infrastructure in a timely manner in order to ensure full compliance with the new regulatory framework.

The Act is available [here](#).

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We are an independent law office with a core team of 46 lawyers. Our office provides high quality legal services across the full range of commercial and financial transactions.

Especially in our geographical area, we have established an ongoing cooperation with the respective law firms which are associated with EY, in order to offer seamless and consistent regional services to our clients that have cross country operations.

Our experience allows us to better understand our clients' needs and offer them integrated multidisciplinary solutions in the fields of accounting, tax and financial advisory services. Platis - Anastassiadis & Associates law office is solution focused. We work closely with our clients to seek innovative and practical ways of dealing with their issues. Our priority is to help our clients meet their business objectives. Our expertise, commitment and enthusiasm has resulted in the build up of a client base which includes local and international listed, state and private sector companies and financial institutions.

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