**Civil Code**

**§ 312k
Termination of consumer contracts in electronic commerce**

(1) *1*Where a website enables consumers to conclude an electronic commerce contract which is aimed at establishing a permanent debt relationship and obliging a company to perform a service in return, then the company shall meet the obligations laid down in this provision. *2*This shall not apply

1. contracts whose termination is only provided for in a more stringent form than the text form; and

2. in relation to websites relating to financial services or for contracts relating to financial services.

(2) The company must ensure that the consumer on the website is able to make a declaration of the ordinary or extraordinary termination of a contract that can be concluded on the website in accordance with Paragraph 1 Sentence 1 via a termination button. The termination button must be easily readable with nothing other than the words “cancel contracts here” or be labelled with an appropriate unambiguous wording. It must lead the consumer directly to a confirmation page which

1. prompts the consumer and allows him to provide information

a) regarding the nature of the termination and, in the case of extraordinary termination, the ground of termination,

b) regarding its unambiguous identifiability,

c) regarding the unambiguous designation of the Treaty,

d) at the time when the termination is to terminate the contractual relationship,

d) for the rapid electronic transmission of the confirmation of termination to him and

2. contains a confirmation button through which the consumer can submit the notice of termination and which is easily legible with nothing other than the words “cancel now” or marked with an appropriate unambiguous wording.

(3) The consumer must be able to store, on a durable medium, their declaration of termination submitted by pressing the confirmation button with the date and time of the submission in such a way that it can be seen that the declaration of termination has been submitted by pressing the confirmation button.

(4) *1*The company shall immediately confirm to the consumer the content and the date and time of receipt of the notice of termination, as well as the date on which the contract is to be terminated by the termination, in written form by electronic means. *2*It is presumed that a notice of termination submitted by pressing the confirmation button has been sent to the company immediately after its submission.

(5) If, when submitting the notice of termination, the consumer does not specify a point in time at which the termination is to end the contractual relationship, the termination shall take effect at the earliest possible point in time.

(6) *1*If the buttons and the confirmation page are not made available in accordance with Paragraphs 1 and 2, then a consumer can terminate a contract for whose termination the buttons and the confirmation page must be made available at any time and without observance of a notice period. *2*This does not affect the consumer’s ability to terminate exceptionally.