Transposition of the Omnibus Directive on consumer protection

Today, Law No. 10/2023 comes into effect, completing the implementation of the Omnibus Directive - Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019. This Directive essentially aims to ensure better enforcement and modernization of the European Union rules on Consumer Protection.

This Law proceeds with several amendments to the main applicable laws on consumer protection in Portugal, namely:

- *Regime of General Contractual Clauses (Decree-Law no. 446/85, of October 25);*
- *Legal framework that determines the display of products' sale price to the consumer within the commercialization of goods for retail (Decree-Law no. 138/90, of April 26)*
- *Legal framework that governs commercial practices with price reductions in retail sales executed in commercial establishments, with the aim of stock-push, increasing sales volume or promoting the launch of a product not previously commercialized by the economic agent (Decree-Law No. 70/2007, of 26 March);*
- *Legal framework of Unfair Commercial Practices (Decree-Law No. 57/2008, of 26 March);*
- *Legal framework of Contracts entered into remotely and concluded outside the commercial establishment (Decree-Law no. 24/2014, of 14 February).*
- *Most of the amendments relate to the strengthening of the different sanctioning frameworks. Additionally, under the legal framework for contracts executed remotely and concluded outside the commercial establishment of the supplier of the goods or services, some amendments have been made that primarily apply to digital platforms and/or suppliers of digital content / digital services with personal data of the consumer.*

Among the several amendments to this diploma, we highlight the following:

- ***Duty of information:*** *in addition to the information that was already required, the supplier is now also required to provide the consumer with a set of information regarding its identity, including his name, business name or company name, address, the telephone number and email address, in a timely, clear and understandable manner;*
- ***Consumer ratings***: *for online marketplace providers that enable the access to digital platforms with consumer reviews (for goods or services sold), (i) reviews that are made in return for any benefit to the consumer should be identified; (ii) mechanisms for reporting false/abusive reviews should be provided, and (iii) the supplier of goods or service provider should be able to respond to reviews of their activity;*
- ***Right of withdrawal:*** *the period for the consumer's right to withdraw from a contract has been extended to 12 months where the consumer has not been informed of that right, its duration and the procedure for exercising it. If the supplier of goods or service provider informs the consumer during this period, the time limit for the consumer to exercise the right of withdrawal may be exercised within 14 days.*
- ***Obligations of the supplier of goods or services arising from the withdrawal***: *the supplier must refrain from using any content, other than personal data, provided or created by the consumer when using the digital content or digital services supplied by the supplier (with the exceptions provided for in Article 12(8)). In addition, any content*

provided or created by the consumer when using the digital content or digital services must be made available to the consumer on request.

• **Exceptions to Right of withdrawal:** *A new exception has been created, whereby the consumer may not freely terminate contracts for the supply of digital content if performance of the contract has begun and the consumer is under an obligation to pay under the conditions set out in the respective paragraph.*

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