

# Consumer Rights



## KNOW YOUR RIGHTS



Many countries have passed laws that create cooling-off periods for specific transactions, although the conditions under which they may apply and the transactions covered by the laws vary significantly depending on the jurisdiction.

# Right to cancel the agreement for purchasing product/service

Cancellation periods vary:



**Ecuador** - 3 days

**New Zealand** - 5 working days

**Brazil** - 7 days

**El Salvador** - 8 days as of the purchase of the product/service

**European Union** - EU member states - 14 days

Most of the jurisdictions provide the consumers with the right to withdraw (cancel) the purchase that is made outside the premises of the manufacturer with no reason in specific term.

If the consumer and user are not informed about this right, this will lead to a withdrawal period of twelve months after the expiry date of the initial period. (EU member states)

# Exceptions from the right to withdrawal

**In some cases a consumer does not have the right to cool-off a contract free of charge, even if the order was made online. This applies to contracts with the following content:**

1. Services if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader (e.g. you order a feebased horoscope and already received you're your request);
2. The supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader (e.g. noble metal);
3. The supply of goods made to the consumer's specifications or clearly personalized (e.g. tailor-made clothes, furniture produced according to your individual request and measurement);



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4. The supply of goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over (e.g. groceries);
5. The supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
6. The supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;



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7. Catering (e.g. pizza delivery service) or services related to leisure activities (e.g. booking of flights, hotel rooms, package travel or concert tickets);
8. The supply of digital content (e.g. software download) which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.
9. Contracts on urgent repairs or maintenance where the consumer has specifically requested a visit from the trader for the purpose of carrying out these services.

