

Directive (EU) 2019/770 of the European Parliament and of the Council  
of 20 May 2019 on certain aspects concerning contracts for the supply  
of digital content and digital services (Text with EEA relevance)

*Article 16*

**Obligations of the trader in the event of termination**

1 In the event of termination of the contract, the trader shall reimburse the consumer for all sums paid under the contract.

However, in cases where the contract provides for the supply of the digital content or digital service in exchange for a payment of a price and over a period of time, and the digital content or digital service had been in conformity for a period of time prior to the termination of the contract, the trader shall reimburse the consumer only for the proportionate part of the price paid corresponding to the period of time during which the digital content or digital service was not in conformity, and any part of the price paid by the consumer in advance for any period of the contract that would have remained had the contract not been terminated.

2 In respect of personal data of the consumer, the trader shall comply with the obligations applicable under Regulation (EU) 2016/679.

3 The trader shall refrain from using any content other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader, except where such content:

- a has no utility outside the context of the digital content or digital service supplied by the trader;
- b only relates to the consumer's activity when using the digital content or digital service supplied by the trader;
- c has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts; or
- d has been generated jointly by the consumer and others, and other consumers are able to continue to make use of the content.

4 Except in the situations referred to in point (a), (b) or (c) of paragraph 3, the trader shall, at the request of the consumer, make available to the consumer any content other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader.

The consumer shall be entitled to retrieve that digital content free of charge, without hindrance from the trader, within a reasonable time and in a commonly used and machine-readable format.

5 The trader may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer, without prejudice to paragraph 4.