

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 1

Subject matter and purpose

The purpose of this Directive is to contribute to the proper functioning of the internal market while providing for a high level of consumer protection, by laying down common rules on certain requirements concerning contracts between traders and consumers for the supply of digital content or digital services, in particular, rules on:

- the conformity of digital content or a digital service with the contract,
- remedies in the event of a lack of such conformity or a failure to supply, and the modalities for the exercise of those remedies, and
- the modification of digital content or a digital service.

Article 2

Definitions

For the purposes of this Directive, the following definitions apply:

- (1) ‘digital content’ means data which are produced and supplied in digital form;
- (2) ‘digital service’ means:
 - (a) a service that allows the consumer to create, process, store or access data in digital form; or
 - (b) a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;
- (3) ‘goods with digital elements’ means any tangible movable items that incorporate, or are inter-connected with, digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions;
- (4) ‘integration’ means the linking and incorporation of digital content or a digital service with the components of the consumer's digital environment in order for the digital content or digital service to be used in accordance with the requirements for conformity provided for by this Directive;
- (5) ‘trader’ means any natural or legal person, irrespective of whether privately or publicly owned, that is acting, including through any other person acting in that natural or legal person's name or on that person's behalf, for purposes relating to that person's trade, business, craft, or profession, in relation to contracts covered by this Directive;
- (6) ‘consumer’ means any natural person who, in relation to contracts covered by this Directive, is acting for purposes which are outside that person's trade, business, craft, or profession;

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- (7) ‘price’ means money or a digital representation of value that is due in exchange for the supply of digital content or a digital service;
- (8) ‘personal data’ means personal data as defined in point (1) of Article 4 of Regulation (EU) 2016/679;
- (9) ‘digital environment’ means hardware, software and any network connection used by the consumer to access or make use of digital content or a digital service;
- (10) ‘compatibility’ means the ability of the digital content or digital service to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service;
- (11) ‘functionality’ means the ability of the digital content or digital service to perform its functions having regard to its purpose;
- (12) ‘interoperability’ means the ability of the digital content or digital service to function with hardware or software different from those with which digital content or digital services of the same type are normally used;
- (13) ‘durable medium’ means any instrument which enables the consumer or the trader to store information addressed personally to that person in a way that is accessible for future reference, for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

Article 3

Scope

1 This Directive shall apply to any contract where the trader supplies or undertakes to supply digital content or a digital service to the consumer and the consumer pays or undertakes to pay a price.

This Directive shall also apply where the trader supplies or undertakes to supply digital content or a digital service to the consumer, and the consumer provides or undertakes to provide personal data to the trader, except where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content or digital service in accordance with this Directive or for allowing the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose.

2 This Directive shall also apply where the digital content or digital service is developed in accordance with the consumer's specifications.

3 With the exception of Articles 5 and 13, this Directive shall also apply to any tangible medium which serves exclusively as a carrier of digital content.

4 This Directive shall not apply to digital content or digital services which are incorporated in or inter-connected with goods within the meaning of point (3) of Article 2, and which are provided with the goods under a sales contract concerning those goods, irrespective of whether such digital content or digital service is supplied by the seller or by a third party. In the event of doubt as to whether the supply of incorporated or inter-connected digital content or an incorporated or inter-connected digital service forms part of the sales contract, the digital content or digital service shall be presumed to be covered by the sales contract.

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- 5 This Directive shall not apply to contracts regarding:
- a the provision of services other than digital services, regardless of whether digital forms or means are used by the trader to produce the output of the service or to deliver or transmit it to the consumer;
 - b electronic communications services as defined in point (4) of Article 2 of Directive (EU) 2018/1972, with the exception of number-independent interpersonal communications services as defined in point (7) of Article 2 of that Directive;
 - c healthcare as defined in point (a) of Article 3 of Directive 2011/24/EU;
 - d gambling services, namely, services that involve wagering a stake with pecuniary value in games of chance, including those with an element of skill, such as lotteries, casino games, poker games and betting transactions, by electronic means or any other technology for facilitating communication and at the individual request of a recipient of such services;
 - e financial services as defined in point (b) of Article 2 of Directive 2002/65/EC;
 - f software offered by the trader under a free and open-source licence, where the consumer does not pay a price and the personal data provided by the consumer are exclusively processed by the trader for the purpose of improving the security, compatibility or interoperability of that specific software;
 - g the supply of digital content where the digital content is made available to the general public other than by signal transmission as a part of a performance or event, such as digital cinematographic projections;
 - h digital content provided in accordance with Directive 2003/98/EC of the European Parliament and of the Council⁽¹⁾ by public sector bodies of the Member States.

6 Without prejudice to paragraph 4 of this Article, where a single contract between the same trader and the same consumer includes in a bundle elements of supply of digital content or a digital service and elements of the provision of other services or goods, this Directive shall only apply to the elements of the contract concerning the digital content or digital service.

Article 19 of this Directive shall not apply where a bundle within the meaning of Directive (EU) 2018/1972 includes elements of an internet access service as defined in point (2) of Article 2 of Regulation (EU) 2015/2120 of the European Parliament and of the Council⁽²⁾ or a number-based interpersonal communications service as defined in point (6) of Article 2 of Directive (EU) 2018/1972.

Without prejudice to Article 107(2) of Directive (EU) 2018/1972, the effects that the termination of one element of a bundle contract may have on the other elements of the bundle contract shall be governed by national law.

7 If any provision of this Directive conflicts with a provision of another Union act governing a specific sector or subject matter, the provision of that other Union act shall take precedence over this Directive.

8 Union law on the protection of personal data shall apply to any personal data processed in connection with contracts referred to in paragraph 1.

In particular, this Directive shall be without prejudice to Regulation (EU) 2016/679 and Directive 2002/58/EC. In the event of conflict between the provisions of this Directive and Union law on the protection of personal data, the latter prevails.

9 This Directive shall be without prejudice to Union and national law on copyright and related rights, including Directive 2001/29/EC of the European Parliament and of the Council⁽³⁾.

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10 This Directive shall not affect the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract in so far as they are not regulated in this Directive, or the right to damages.

Article 4

Level of harmonisation

Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more, or less, stringent provisions to ensure a different level of consumer protection, unless otherwise provided for in this Directive.

Article 5

Supply of the digital content or digital service

1 The trader shall supply the digital content or digital service to the consumer. Unless the parties have agreed otherwise, the trader shall supply the digital content or digital service without undue delay after the conclusion of the contract.

- 2 The trader shall have complied with the obligation to supply when:
- a the digital content or any means suitable for accessing or downloading the digital content is made available or accessible to the consumer, or to a physical or virtual facility chosen by the consumer for that purpose;
 - b the digital service is made accessible to the consumer or to a physical or virtual facility chosen by the consumer for that purpose.

Article 6

Conformity of the digital content or digital service

The trader shall supply to the consumer digital content or a digital service that meets the requirements set out in Articles 7, 8 and 9, where applicable, without prejudice to Article 10.

Article 7

Subjective requirements for conformity

In order to conform with the contract, the digital content or digital service shall, in particular, where applicable:

- (a) be of the description, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the contract;
- (b) be fit for any particular purpose for which the consumer requires it and which the consumer made known to the trader at the latest at the time of the conclusion of the contract, and in respect of which the trader has given acceptance;

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- (c) be supplied with all accessories, instructions, including on installation, and customer assistance as required by the contract; and
- (d) be updated as stipulated by the contract.

Article 8

Objective requirements for conformity

1 In addition to complying with any subjective requirement for conformity, the digital content or digital service shall:

- a be fit for the purposes for which digital content or digital services of the same type would normally be used, taking into account, where applicable, any existing Union and national law, technical standards or, in the absence of such technical standards, applicable sector-specific industry codes of conduct;
- b be of the quantity and possess the qualities and performance features, including in relation to functionality, compatibility, accessibility, continuity and security, normal for digital content or digital services of the same type and which the consumer may reasonably expect, given the nature of the digital content or digital service and taking into account any public statement made by or on behalf of the trader, or other persons in previous links of the chain of transactions, particularly in advertising or on labelling unless the trader shows that:
 - (i) the trader was not, and could not reasonably have been, aware of the public statement in question;
 - (ii) by the time of conclusion of the contract, the public statement had been corrected in the same way as, or in a way comparable to how, it had been made; or
 - (iii) the decision to acquire the digital content or digital service could not have been influenced by the public statement;
- c where applicable, be supplied along with any accessories and instructions which the consumer may reasonably expect to receive; and
- d comply with any trial version or preview of the digital content or digital service, made available by the trader before the conclusion of the contract.

2 The trader shall ensure that the consumer is informed of and supplied with updates, including security updates, that are necessary to keep the digital content or digital service in conformity, for the period of time:

- a during which the digital content or digital service is to be supplied under the contract, where the contract provides for a continuous supply over a period of time; or
- b that the consumer may reasonably expect, given the type and purpose of the digital content or digital service and taking into account the circumstances and nature of the contract, where the contract provides for a single act of supply or a series of individual acts of supply.

3 Where the consumer fails to install, within a reasonable time, updates supplied by the trader in accordance with paragraph 2, the trader shall not be liable for any lack of conformity resulting solely from the lack of the relevant update, provided that:

- a the trader informed the consumer about the availability of the update and the consequences of the failure of the consumer to install it; and

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- b the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided by the trader.

4 Where the contract provides for a continuous supply of digital content or digital service over a period of time, the digital content or digital service shall be in conformity throughout the duration of that period.

5 There shall be no lack of conformity within the meaning of paragraph 1 or 2 if, at the time of the conclusion of the contract, the consumer was specifically informed that a particular characteristic of the digital content or digital service was deviating from the objective requirements for conformity laid down in paragraph 1 or 2 and the consumer expressly and separately accepted that deviation when concluding the contract.

6 Unless the parties have agreed otherwise, digital content or a digital service shall be supplied in the most recent version available at the time of the conclusion of the contract.

Article 9

Incorrect integration of the digital content or digital service

Any lack of conformity resulting from the incorrect integration of the digital content or digital service into the consumer's digital environment shall be regarded as lack of conformity of the digital content or digital service if:

- (a) the digital content or digital service was integrated by the trader or under the trader's responsibility; or
- (b) the digital content or digital service was intended to be integrated by the consumer and the incorrect integration was due to shortcomings in the integration instructions provided by the trader.

Article 10

Third-party rights

Where a restriction resulting from a violation of any right of a third party, in particular intellectual property rights, prevents or limits the use of the digital content or digital service in accordance with Articles 7 and 8, Member States shall ensure that the consumer is entitled to the remedies for lack of conformity provided for in Article 14, unless national law provides for the nullity or rescission of the contract for the supply of the digital content or digital service in such cases.

Article 11

Liability of the trader

1 The trader shall be liable for any failure to supply the digital content or digital service in accordance with Article 5.

2 Where a contract provides for a single act of supply or a series of individual acts of supply, the trader shall be liable for any lack of conformity under Articles 7, 8 and 9 which exists at the time of supply, without prejudice to point (b) of Article 8(2).

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If, under national law, the trader is only liable for a lack of conformity that becomes apparent within a period of time after supply, that period shall not be less than two years from the time of supply, without prejudice to point (b) of Article 8(2).

If, under national law, the rights laid down in Article 14 are also subject or only subject to a limitation period, Member States shall ensure that such limitation period allows the consumer to exercise the remedies laid down in Article 14 for any lack of conformity that exists at the time indicated in the first subparagraph and becomes apparent within the period of time indicated in the second subparagraph.

3 Where the contract provides for continuous supply over a period of time, the trader shall be liable for a lack of conformity under Articles 7, 8 and 9, that occurs or becomes apparent within the period of time during which the digital content or digital service is to be supplied under the contract.

If, under national law, the rights laid down in Article 14 are also subject or only subject to a limitation period, Member States shall ensure that such limitation period allows the consumer to exercise the remedies laid down in Article 14 for any lack of conformity that occurs or becomes apparent during the period of time referred to in the first subparagraph.

Article 12

Burden of proof

1 The burden of proof with regard to whether the digital content or digital service was supplied in accordance with Article 5 shall be on the trader.

2 In cases referred to in Article 11(2), the burden of proof with regard to whether the supplied digital content or digital service was in conformity at the time of supply shall be on the trader for a lack of conformity which becomes apparent within a period of one year from the time when the digital content or digital service was supplied.

3 In cases referred to in Article 11(3), the burden of proof with regard to whether the digital content or digital service was in conformity within the period of time during which the digital content or digital service is to be supplied under the contract shall be on the trader for a lack of conformity which becomes apparent within that period.

4 Paragraphs 2 and 3 shall not apply where the trader demonstrates that the digital environment of the consumer is not compatible with the technical requirements of the digital content or digital service and where the trader informed the consumer of such requirements in a clear and comprehensible manner before the conclusion of the contract.

5 The consumer shall cooperate with the trader, to the extent reasonably possible and necessary, to ascertain whether the cause of the lack of conformity of the digital content or digital service at the time specified in Article 11(2) or (3), as applicable, lay in the consumer's digital environment. The obligation to cooperate shall be limited to the technically available means which are least intrusive for the consumer. Where the consumer fails to cooperate, and where the trader informed the consumer of such requirement in a clear and comprehensible manner before the conclusion of the contract, the burden of proof with regard to whether the lack of conformity existed at the time specified in Article 11(2) or (3), as applicable, shall be on the consumer.

Article 13

Remedy for the failure to supply

1 Where the trader has failed to supply the digital content or digital service in accordance with Article 5, the consumer shall call upon the trader to supply the digital content or digital service. If the trader then fails to supply the digital content or digital service without undue delay, or within an additional period of time, as expressly agreed to by the parties, the consumer shall be entitled to terminate the contract.

2 Paragraph 1 shall not apply, and the consumer shall be entitled to terminate the contract immediately, where:

- a the trader has declared, or it is equally clear from the circumstances, that the trader will not supply the digital content or digital service;
- b the consumer and the trader have agreed, or it is clear from the circumstances attending the conclusion of the contract, that a specific time for the supply is essential for the consumer and the trader fails to supply the digital content or digital service by or at that time.

3 Where the consumer terminates the contract under paragraph 1 or 2 of this Article, Articles 15 to 18 shall apply accordingly.

Article 14

Remedies for lack of conformity

1 In the case of a lack of conformity, the consumer shall be entitled to have the digital content or digital service brought into conformity, to receive a proportionate reduction in the price, or to terminate the contract, under the conditions set out in this Article.

2 The consumer shall be entitled to have the digital content or digital service brought into conformity, unless this would be impossible or would impose costs on the trader that would be disproportionate, taking into account all the circumstances of the case including:

- a the value the digital content or digital service would have if there were no lack of conformity; and
- b the significance of the lack of conformity.

3 The trader shall bring the digital content or digital service into conformity pursuant to paragraph 2 within a reasonable time from the time the trader has been informed by the consumer about the lack of conformity, free of charge and without any significant inconvenience to the consumer, taking account of the nature of the digital content or digital service and the purpose for which the consumer required the digital content or digital service.

4 The consumer shall be entitled to either a proportionate reduction of the price in accordance with paragraph 5 where the digital content or digital service is supplied in exchange for a payment of a price, or the termination of the contract in accordance with paragraph 6, in any of the following cases:

- a the remedy to bring the digital content or digital service into conformity is impossible or disproportionate in accordance with paragraph 2;
- b the trader has not brought the digital content or digital service into conformity in accordance with paragraph 3;

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- c a lack of conformity appears despite the trader's attempt to bring the digital content or digital service into conformity;
- d the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the contract; or
- e the trader has declared, or it is clear from the circumstances, that the trader will not bring the digital content or digital service into conformity within a reasonable time, or without significant inconvenience for the consumer.

5 The reduction in price shall be proportionate to the decrease in the value of the digital content or digital service which was supplied to the consumer compared to the value that the digital content or digital service would have if it were in conformity.

Where the contract stipulates that the digital content or digital service shall be supplied over a period of time in exchange for the payment of a price, the reduction in price shall apply to the period of time during which the digital content or digital service was not in conformity.

6 Where the digital content or digital service is supplied in exchange for the payment of a price, the consumer shall be entitled to terminate the contract only if the lack of conformity is not minor. The burden of proof with regard to whether the lack of conformity is minor shall be on the trader.

Article 15

Exercise of the right of termination

The consumer shall exercise the right to terminate the contract by means of a statement to the trader expressing the decision to terminate the contract.

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;

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- 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.

Article 17

Obligations of the consumer in the event of termination

1 After the termination of the contract, the consumer shall refrain from using the digital content or digital service and from making it available to third parties.

2 Where the digital content was supplied on a tangible medium, the consumer shall, at the request and at the expense of the trader, return the tangible medium to the trader without undue delay. If the trader decides to request the return of the tangible medium, that request shall be made within 14 days of the day on which the trader is informed of the consumer's decision to terminate the contract.

3 The consumer shall not be liable to pay for any use made of the digital content or digital service in the period, prior to the termination of the contract, during which the digital content or the digital service was not in conformity.

Article 18

Time limits and means of reimbursement by the trader

1 Any reimbursement that is owed to the consumer by the trader, pursuant to Article 14(4) and (5) or 16(1), due to a price reduction or termination of the contract shall be carried out without undue delay and, in any event, within 14 days of the date on which the trader is informed of the consumer's decision to invoke the consumer's right for a price reduction or to terminate the contract.

2 The trader shall carry out the reimbursement using the same means of payment as the consumer used to pay for the digital content or digital service, unless the consumer expressly agrees otherwise, and provided that the consumer does not incur any fees as a result of such reimbursement.

3 The trader shall not impose any fee on the consumer in respect of the reimbursement.

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Article 19

Modification of the digital content or digital service

1 Where the contract provides that the digital content or digital service is to be supplied or made accessible to the consumer over a period of time, the trader may modify the digital content or digital service beyond what is necessary to maintain the digital content or digital service in conformity in accordance with Articles 7 and 8, if the following conditions are met:

- a the contract allows, and provides a valid reason for, such a modification;
- b such a modification is made without additional cost to the consumer;
- c the consumer is informed in a clear and comprehensible manner of the modification; and
- d in the cases referred to in paragraph 2, the consumer is informed reasonably in advance on a durable medium of the features and time of the modification and of the right to terminate the contract in accordance with paragraph 2, or of the possibility to maintain the digital content or digital service without such a modification in accordance with paragraph 4.

2 The consumer shall be entitled to terminate the contract if the modification negatively impacts the consumer's access to or use of the digital content or digital service, unless such negative impact is only minor. In that case, the consumer shall be entitled to terminate the contract free of charge within 30 days of the receipt of the information or of the time when the digital content or digital service has been modified by the trader, whichever is later.

3 Where the consumer terminates the contract in accordance with paragraph 2 of this Article, Articles 15 to 18 shall apply accordingly.

4 Paragraphs 2 and 3 of this Article shall not apply if the trader has enabled the consumer to maintain without additional cost the digital content or digital service without the modification, and the digital content or digital service remains in conformity.

Article 20

Right of redress

Where the trader is liable to the consumer because of any failure to supply the digital content or digital service, or because of a lack of conformity resulting from an act or omission by a person in previous links of the chain of transactions, the trader shall be entitled to pursue remedies against the person or persons liable in the chain of commercial transactions. The person against whom the trader may pursue remedies, and the relevant actions and conditions of exercise, shall be determined by national law.

Article 21

Enforcement

1 Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

2 The means referred to in paragraph 1 shall include provisions whereby one or more of the following bodies, as determined by national law, may take action under national law before

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the courts or before the competent administrative bodies to ensure that the national provisions transposing this Directive are applied:

- a public bodies or their representatives;
- b consumer organisations having a legitimate interest in protecting consumers;
- c professional organisations having a legitimate interest in acting;
- d not-for-profit bodies, organisations or associations, active in the field of the protection of data subjects' rights and freedoms as defined in Article 80 of Regulation (EU) 2016/679.

Article 22

Mandatory nature

1 Unless otherwise provided for in this Directive, any contractual term which, to the detriment of the consumer, excludes the application of the national measures transposing this Directive, derogates from them or varies their effects before the failure to supply or the lack of conformity is brought to the trader's attention by the consumer, or before the modification of the digital content or digital service in accordance with Article 19 is brought to the consumer's attention by the trader, shall not be binding on the consumer.

2 This Directive shall not prevent the trader from offering the consumer contractual arrangements that go beyond the protection provided for in this Directive.

Article 23

Amendments to Regulation (EU) 2017/2394 and Directive 2009/22/EC

- 1 In the Annex to Regulation (EU) 2017/2394, the following point is added:
28. 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 ([OJ L 136, 22.5.2019, p. 1](#)).
- 2 In Annex I to Directive 2009/22/EC, the following point is added:
17. 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 ([OJ L 136, 22.5.2019, p. 1](#)).

Article 24

Transposition

1 By 1 July 2021 Member States shall adopt and publish the measures necessary to comply with this Directive. They shall immediately inform the Commission thereof.

They shall apply those measures from 1 January 2022.

When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.

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Member States shall communicate to the Commission the text of the provisions of national law which they adopt in the field covered by this Directive.

2 The provisions of this Directive shall apply to the supply of digital content or digital services which occurs from 1 January 2022 with the exception of Articles 19 and 20 of this Directive which shall only apply to contracts concluded from that date.

Article 25

Review

The Commission shall, not later than 12 June 2024 review the application of this Directive and submit a report to the European Parliament, to the Council and to the European Economic and Social Committee. The report shall examine, inter alia, the case for harmonisation of rules applicable to contracts for the supply of digital content or digital services other than that covered by this Directive, including supplied against advertisements.

Article 26

Entry into force

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

Article 27

Addressees

This Directive is addressed to the Member States.

Done at Brussels, 20 May 2019.

For the European Parliament

The President

A. TAJANI

For the Council

The President

G. CIAMBA

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- (1) Directive 2003/98/EC of the European Parliament and of the Council of 17 November 2003 on the re-use of public sector information ([OJ L 345, 31.12.2003, p. 90](#)).
- (2) Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and retail charges for regulated intra-EU communications and amending Directive 2002/22/EC and Regulation (EU) No 531/2012 ([OJ L 310, 26.11.2015, p. 1](#)).
- (3) Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society ([OJ L 167, 22.6.2001, p. 10](#)).