



Parship enforcement action

Commitments obtained by the European Consumer Protection Cooperation (CPC) authorities



Factsheet - April 2021

Following a dialogue between the European Commission and national consumer authorities, dating website Parship agreed to change the way it presents offers to consumers on its EU/EEA websites. Here is an overview of the commitments that Parship implemented on 31 March 2021.

Each Member State authority monitors the implementation of the commitments and any requested changes – there may be slight differences in different language versions.

Concerns raised by European Consumer Protection Cooperation (CPC) authorities	Explanation	Changes agreed by Parship
Right of withdrawal		
<p>Parship had adopted different business practices in different Member States, while providing the same online dating service. In some Member States, there was no correct information about the right of withdrawal and how to exercise it.</p>	<p>The consumer has 14 days to withdraw from a distance or off-premises contract without giving any reason. This rule applies to dating website services. The consumer may withdraw from the provision of services, even after making an express request for the service to start, before the end of the withdrawal period. The trader must also inform the consumer in a clear and comprehensive way of their right of withdrawal and the rules governing it.</p>	<p>Parship websites now clearly show a link with the right of withdrawal added at the bottom of the website. Parship now gives clear information about the right of withdrawal in the terms and conditions.</p>
<p>Parship did not give clear information about what the consumer needed to pay if they withdrew from the contract after having started to use the service.</p>	<p>When the consumer has started using the service and then withdraws from the contract, s/he should pay the trader an amount in proportion to what has been provided. In principle, the amount should be calculated as a daily rate, except if the contract expressly provides that one or more of the services are to be provided in full from the beginning of the contract.</p>	<p>Parship now gives correct explanations that the consumer is to be reimbursed in proportion for the time s/he used the service.</p>

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Automatic renewal of the contract		
<p>Parship was not making it clear to the consumer that the contract was automatically renewed after it expired. Only after the consumer chose a payment method was text shown mentioning the automatic renewal and the conditions for terminating the contract. Information on the original duration of the contract was given much more prominently than information on automatic renewal and conditions for terminating the contract.</p>	<p>The consumer must be informed of the duration of the contract and the conditions for terminating it, in a clear and prominent manner.</p>	<p>Parship now mentions the automatic renewal of the contract three times on subscription (on the offer page and twice just before the payment button).</p>

