
Fact Sheet

Tips and tricks for optimising FAQs and help pages in e-commerce

*How can I return goods? +++ Do I have a warranty right? +++ How can I pay for my order?
+++ How can I exchange my goods?*

FAQs and help pages are set up in many online shops with the aim of informing the customer quickly and centrally about important (legal) questions regarding the online shop. However, the duplicate use of legal provisions may become a source of written warnings for online traders if contradictions (with the legal texts) are generated.

Caution when formulating FAQs and help pages

It is generally sufficient if the legal texts (T&Cs and customer information, legal notice, right of withdrawal, data protection, as well as payment and shipping) are provided once on the web page using the correspondingly designated buttons. Multiple displays of the legal provisions (e.g. *“How can I return the goods?”*) using different buttons are not required.

If legal provisions double or – even worse – are contradictory on certain issues, the consumer is no longer informed but simply misled which can be an unnecessary source of error for written warnings.

Contradictory or duplicate provisions which remind the customer of the classical “small print” scare him off. If the website is not well organised and the user cannot orientate himself, it can be assumed that he will leave the web page again very quickly. Instead of numerous duplicate and, in the worst case, contradicting provisions rely on a **clear structure**. Effectively inform the customer. The trend in e-commerce is anyway towards a fast and transparent shopping experience.

Practical tip

Avoid additional descriptions of topics such as payment or shipping terms, order process or information about exercising the right of withdrawal. These provisions are already included in the legal texts in a detailed and final manner; they require no further explanations in FAQs, on help pages or at other “alleged” central points.

If you do not want to do without it, you can refer or provide a link to the respective passages in the legal texts.

Instead, use the FAQs or the “About us” pages (or similar formulations) for “non-legal” contents. For instance, support or information can be provided:

- size selection and size table
- care instructions for textiles
- presentation of the company
- history and conditions in the manufacturing of the products
- instructions on how to enter voucher codes

Tip: Critically review these points once again and let a professional help you to do so, true to the motto “two pairs of eyes are better than one”.

The 10 most frequent errors on FAQ and help pages in online shops

1. Contradictory information on shipping costs

The customer can find all necessary information on the amount of shipping costs via the button “payment and shipping”. In most cases, the price also contains a link to the respective button.

2. Use of different withdrawal periods

The customer can find all necessary information on the withdrawal period in the instructions on withdrawal.

3. Contradictory information on the offered types of payment

The customer can find all necessary information on the offered types of payment via the button “payment and shipping” or a button with similar formulations.

4. Advertising with insured shipping

The reference to insured shipping creates the impression that the buyer would bear the shipping risk which is legally incorrect in the case of a sale of consumer goods via distance selling. The statement “insured shipping” or similar formulations should therefore be removed completely.

5. Contradictory information on bearing the return costs

The customer can find all necessary information on bearing the return costs in the case of withdrawal in the instructions on withdrawal.

6. Incorrect information on exercising the right of withdrawal

Many mistakes are made especially in the case of questions such as “*How do I return a product?*” or “*How do I get my money back?*”. The customer can find all necessary information on exercising the right of withdrawal in the instructions on withdrawal.

7. False information on the warranty right

Online traders are obligated to give the consumer a two-year warranty right when purchasing new goods. A further indication of the period is not required because the warranty right is a legal right.

8. Incorrect information on the exchange

“The customer has a 14-day right to exchange”, “Do I have a right to exchange as customer?” – such or similar statements can regularly be seen on FAQ pages in an online shop. The term “exchange” is often misunderstood and people tend to forget that the customer’s exchange request is a completely new order. The customer must first exercise his right of withdrawal regarding the product which is to be exchanged. As a consequence the contract for the goods originally ordered is reversed.

Check again your web pages with regard to these terms. What do you really mean by “exchange”?

9. Contradictory information on the order

In case of contracts in e-commerce, the trader has to inform the customer about what steps are necessary for the conclusion of the contract. This information is already given in the legally secure and complete T&Cs and customer information.

10. Information on the Packaging Ordinance (Verpackungsverordnung)

Since 01.01.2009, the notification obligations according to the Packaging Ordinance no longer exist. It is the duty of each online trader as seller to follow a dual disposal system. There is no notification obligation that the customer must be informed about this fact. On the contrary, there is a risk that such notifications could be considered as implicit advertising and thus as anticompetitive. We therefore recommend removing such notifications.