

Electronic Commerce Law

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Introduction

Electronic commerce

- Information requirements

- Challenges in mobile commerce

The Internal Market

- Free movement of goods and service

 - Country of origin principle

- E-commerce directive

- Distance selling directive

The Distance Selling Directive

Scope of application

- Distance contracts

 - Certain exemptions

- Consumer

- Both goods and services

The binding nature of the provisions

Minimum directive

Prior information

In good time prior to conclusion

Identity of the supplier

Main characteristic of the product

The price including all taxes

Delivery costs

Details on payment, delivery and performance

Existence of right of withdrawal

Possible cost for using means of communication

The period, the offer is valid

In a clear and comprehensible manner

Written confirmation of information

A durable medium available to the consumer

'Prior information'

Conditions and procedures for using right of withdrawal

Where to send complaints

After-sales-services and guaranties

In good time during the performance and at latest at delivery

Right of withdrawal

Seven working days (Denmark: 14 days)

From delivery of goods, conclusion of service contract or fulfillment of information requirements

No longer than 3 months

Consequences of withdrawal

No charge for withdrawing

Cost of returning the goods

The E-Commerce Directive

Scope of application

- Information society services

The country of origin principle

- Home country control

- Mutual recognition

General information

- Name and address of the service provider

 - Contact details including e-mail address

- Registration numbers

Commercial communication

Clearly identifiable

- The commercial communication

- The person behind the communication

Clear identification of and provision of terms

- Promotional offers (discount, premium and gifts)

- Promotional competitions and games

Contracts concluded by electronic means

Not deprive legal validity

Information to be provided

- The different technical steps

- Whether the contract will be available

- Technical means for correcting input errors

- The languages offered for conclusion of contracts

Acknowledge receipt of order

- Electronically and without undue delay

- Not 'e-mail-contracts'

Thank you for your attention!

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