

# Electronic Commerce Law

Copenhagen Business School, 17 September 2008

Jan Trzaskowski  
Copenhagen Business School

## Introduction

### Electronic commerce

- Information requirements
- Challenges in mobile commerce

### The Internal Market

- Free movement of goods and service
  - However, »justifiable restrictions«
- E-commerce directive (00/31)
  - Country of origin principle
- Distance selling directive (97/7)
- Unfair commercial practices directive (05/29)
- Other directives

2

## The Distance Selling Directive

### Scope of application

- Distance contracts
  - Certain exemptions
- Consumer
- Both goods and services

### The binding nature of the provisions

### Minimum directive

### Unfair commercial practices directive

- Misleading omission

3

## 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

4

## 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

5

## 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

6

## 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

7

## 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

8

## 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«

9

## Thank you for your attention!

**Jan Trzaskowski**

Copenhagen Business School (Law Department)

jan@extuto.dk / (+45) 25 37 02 05

[www.legalriskmanagement.com](http://www.legalriskmanagement.com) / [www.cbs.dk](http://www.cbs.dk)

This presentation is made in OpenOffice.org

10