

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

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The Distance Selling Directive

Scope of application

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

The binding nature of the provisions

Minimum directive

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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

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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

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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

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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

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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

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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'

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Thank you for your attention!

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