

# **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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