

Electronic Commerce Law

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Jan Trzaskowski
Copenhagen Business School

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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!

Jan Trzaskowski

Copenhagen Business School (Law Department)

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

www.legalriskmanagement.com / www.cbs.dk

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