

EKSAMEN I JURIDISKE VALGEMNER

VÅR 2013

Dato: Mandag 13. mai 2013

Tid: Kl. 10:00 – 14:00

JUS5670 – Electronic Commerce Law

The language of examination for this course is English: students may answer in English ONLY, answers in any other language than English will be given a F (F for fail).

Read the following carefully and answer all the questions below:

Content Services offers Ltd (“Content”), a limited liability company set up in England, offers many services online on its website. On that site, it is possible *inter alia* to download software as well as electronic books upon payment of a fee. To be able to use Content’s site, users must fill in a registration form. When they place an order, they must declare that they accept the general terms and conditions by ticking a specific box on the form. The general terms and conditions are not shown directly to Internet users but may be viewed by Internet users by clicking on a link on the contract sign-up page. It is not possible to conclude a contract with Content if the aforementioned box has not been ticked.

Axel Brown wants to download a software game from Content. The game costs EUR 70. He fills in the order, ticks the box relating to the general terms and conditions and immediately downloads the software game. The following day Axel changes his mind and immediately informs Content that he wants to withdraw from the contract. A few hours later he receives an e-mail containing an electronic invoice from Content in respect of the downloaded software game.

Answer all the following questions:

- (1) Advise Axel Brown with respect to his position in terms of the Distance Selling Directive (Directive 97/7/EC).
- (2) Would Axel Brown’s position be any different under the Consumer Rights Directive (Directive 2011/83/EU)?
- (3) Would Axel Brown’s position be any different in respect of the directives mentioned in questions (1) and (2) above if, instead of an electronic game, Axel had purchased the same game on a physical medium that was sealed?
- (4) Does the manner in which Content’s website has been designed (and as described above) constitute a misleading commercial practice under the Unfair Commercial Practices Directive (Directive 2005/29/EC)?


