

EXAM

JUS5670 - Electronic Commerce Law

Spring 2017

Date: 12 May

Time: 10:00 - 14:00

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. Question 1 and Question 2 carry equal marks.

Question 1

Zest Limited, a company registered in Ireland, offers information about forthcoming art exhibitions, musical shows and festivals in various countries in the European Union (EU). Visitors may browse the website, read background information about the artists and their works, as well as purchase tickets for such activities. Visitors may also, at a fee, download a musical work.

Zest Limited's target customer base is Internet users residing in the EU. The website's general terms and conditions of use are accessible from each webpage by clicking on a link at the bottom of each webpage called "Site Terms and Conditions".

Customers wishing to purchase tickets for an exhibition, concert or festival, as well as those wanting to acquire and download a musical work, may do so by first filling in an online order form and declaring that they accept the same abovementioned "Site Terms and Conditions" by clicking on an "I accept" box on the order form. It is not possible to purchase tickets or download works if the aforementioned box has not been ticked. The "Site Terms and Conditions" are not reproduced directly in the order form but may be viewed by Internet users by clicking on a link on the order form. Furthermore, once an order was made, an e-mail confirming the items acquired is sent by Zest Limited and each such e-mail contains a link to the online "Site Terms and Conditions".

Examine and discuss the extent to which, if at all, the acts of:

1. mere browsing the website,
2. clicking on the "I accept" box on the order form,
3. clicking on the online link to the "Site Terms and Conditions",
4. downloading of a musical work

constitute acceptance of the "Site Terms and Conditions".

Question 2:

The notion of "consumer" in European Union legislation is no longer adequate in the brave new world of today where one finds new business models and actors such as those participating in the sharing economy, crowdsourcing, and private persons who are frequent online sellers.

Discuss the extent to which you agree or not with the above statement, in the light of EU consumer protection legislation such as the Consumer Rights Directive (2011/83/EU), the E-Commerce Directive (2000/31/EC) and the Unfair Contract Terms Directive (93/13/EEC). How would you propose that the European Commission should address any such shortcomings?

