

JUS5670: Electronic Commerce Law – Spring 2013

Lecture Overview & Required Reading

For lecture dates and location, please check the course website. The lecturers are:

- EW: Emily Weitzenboeck
- OT: Olav Torvund
- KM: Kevin McGillivray

Lecture date	Lecture	Issues	Required Reading	Lecturer
Lecture 1 30.01.13	Introduction to E-Commerce Law and main issues	<ul style="list-style-type: none"> • What is e-commerce? • Issues: Dematerialisation; detemporalisation; deterritorialisation and depersonalisation 	<p>Hoeren, “Law, Ethics and Electronic Commerce”, <i>International Review of Information Ethics</i>, 2005, vol. 3, p.46–53 (8 pages)</p> <p>Winn & Haubold, “Electronic Promises: Contract Law Reform and E-Commerce in a Comparative Perspective”, <i>European Law Review</i>, 2002, vol. 27, p. 567–588 (31 pages)</p>	EW
Lecture 2 06.02.13	Electronic and web contracting I	<ul style="list-style-type: none"> • Formal validity of electronic contracts • Substantive validity of electronic contracts 	<p>Brownsword & Howells, “Europe’s E-Commerce Directive – A Too Hasty Legislative Rush to Judgment?”, <i>Journal of Law, Information and Science</i>, 2000, vol. 11, p. 77–88 (11 pages)</p> <p>“Laws and contracts in an e-commerce environment”, in UNCTAD, <i>Information Economy Report 2006</i>, p. 299–314 (16 pages)</p> <p>Boss, “Electronic Contracting: Legal Problem or Legal Solution”, in UN, <i>Harmonised Development of Legal and Regulatory Systems for E-commerce in Asia and the Pacific</i>, 2004, Part II, Chapter IV, pp. 125–148 (24 pages).</p>	EW
Lecture 3 13.02.13	Electronic and web contracting II	<ul style="list-style-type: none"> • Electronic contract formation 	<p>Ramberg, “The E-Commerce Directive and Formation of Contract in a Comparative Perspective”, <i>Global Jurist Advances</i>, 2001, vol. 1, issue 2, article 3 (26 pages)</p> <p>Kunz et al., “Browse-Wrap Agreements: Validity of Implied Assent in Electronic Form Agreements”, <i>The Business Lawyer</i>, 2003, vol. 59, p. 279–312 (34 pages)</p>	EW

Lecture 4 27.02.13	Consumer protection in B2C electronic contracting	<ul style="list-style-type: none"> • Notion of consumer and aims of consumer protection law • Consumer protection at precontractual and post-contractual stages 	<p>Riefa & Hörnle, “The Changing Face of Electronic Consumer Contracts in the Twenty-first Century: Fit for Purpose?” in Edwards & Waelde (eds.), <i>Law and the Internet</i>, 2009, Chapter 2 (32 pages)</p> <p>Winn & Webber, “The Impact of EU Unfair Contract Terms Law on U.S. Business-to-Consumer Internet Merchants”, <i>The Business Lawyer</i>, 2006, vol. 62, p. 1–20 (20 pages)</p> <p>Howells, “<i>The Rise of European Consumer Law — Whither National Consumer Law?</i>”, <i>Sydney Law Review</i>, 2006, vol 28, p. 63–88 (26 pages)</p>	EW
Lecture 5 06.03.13	Electronic business	<ul style="list-style-type: none"> • Electronic agents and contracting • Networked businesses and virtual enterprises • Cloud computing 	<p>Weitzenboeck, “Electronic agents and the formation of contracts”, <i>International Journal of Law and Information Technology</i>, 2001, vol. 9, p. 204–234 (31 pages)</p> <p>Joint et al., “Hey, you, get off of that cloud?”, <i>Computer Law & Security Review</i>, 2009, vol. 25, p. 270–274 (5 pages)</p> <p>Joint & Baker, “Knowing the past to understand the present – issues in the contracting for cloud based services”, <i>Computer Law & Security Review</i>, 2011, vol. 27, p. 407–415 (9 pages)</p>	EW
Lecture 6 13.03.13	Electronic payment systems I	<ul style="list-style-type: none"> • Electronic money & digital cash systems • Payment services & e-money • Internet payments 	<p>Halpin & Moore, “Developments in electronic money regulation – the Electronic Money Directive: A better deal for e-money issuers?”, <i>Computer Law & Security Review</i>, 2009, vol. 25, p. 563–568 (6 pages)</p> <p>Nuth, “Making Sense of Digital Cash”, in Schartum & Bekken (eds.), <i>Yulex 2007</i>, 2007, pp. 67–80 (14 pages)</p> <p>Luyatt, “A Tale of Regulation in the European Union and Japan: Does characterizing the Business of Stored-Value Cards as a Financial Activity Impact Its Development?”, <i>Pacific Rim Law & Policy Journal Association</i>, 2009, vol. 18, p. 525–546 (22 pages)</p> <p>Robertson et al., “Internet Payments”, in Brindle & Cox (eds.), <i>Law of Bank Payments</i>, 2010, 4th ed., Chapter 5, p. 299–391 (92 pages)</p>	OT

Lecture 7 20.03.13	Electronic payment systems II	(Cont. from Lecture 6 above.)		OT
Lecture 8 03.04.13	Liability of online intermediaries	<ul style="list-style-type: none"> • Types of intermediary liability <ul style="list-style-type: none"> ◦ EU, US ◦ Notion of information society service provider • E-Commerce Directive liability exception regime • Difficulties raised by Directive, its interpretation and implementation 	<p>Edwards, “The Fall and Rise of Intermediary Liability Online”, in Edwards & Waelde (eds.), <i>Law and the Internet</i>, 2009, Chapter 1 (42 pages)</p> <p>Baistrocchi, “Liability of Intermediary Service Providers in the EU Directive on Electronic Commerce”, <i>Computer & High Technology Law Journal</i>, 2002, Vol. 19, p. 111–130 (20 pages)</p>	EW
Lecture 9 10.04.13	System and transactional security (electronic signatures, trusted third parties, etc.)	<ul style="list-style-type: none"> • Electronic signatures • Trusted third parties • Certification service providers 	<p>OECD Guidelines for security of information systems (15 pages)</p> <p>Akester, “Authorship and authenticity in cyberspace”, <i>Computer Law and Security Review</i>, 2004, Vol. 20, p. 436–444 (9 pages)</p> <p>Reed, “What is a Signature?”, <i>The Journal of Information, Law and Technology</i>, 2000(3), (22 pages)</p> <p>Andrews, “Who Holds the Key? - A Comparative Study of US and European Encryption Policies”, <i>The Journal of Information, Law and Technology</i>, 2000(2), (20 pages)</p>	KM
Lecture 10 17.04.13	Summing up and course revision	<ul style="list-style-type: none"> • General comments on mid-term paper • Revision 		KM