

## BILAG 1 - QUESTIONNAIRE - SWEDEN AND NORWAY

Dette questionnaire indeholder en række forskellige temaer samt de svar og spørgsmål, som har dannet grundlag for e-handelsguiden. Questionnairets kolonne nummer to indeholder spørgsmålene, og kolonne nummer tre indeholder svaret på spørgsmålet i forhold til, hvad der gælder i Danmark. Herefter følger de enkelte landes svar i kolonne nummer fire og fem. De enkelte landes besvarelser skal holdes op imod de danske svar. Hvis der af de enkelte landes besvarelser fremgår "Same applies" gælder der det samme, som fremgår af det danske svar.

	QUESTION	DENMARK	SWEDEN	NORWAY
			<p>The answers for Sweden have been provided by Advokatfirman Fylgia KB (<a href="http://www.fylgia.se">www.fylgia.se</a>), Martin Gynnerstedt, Partner.</p> 	<p>The answers for Norway have been provided by Advokatfirmaet Selmer AS (<a href="http://www.selmer.no">www.selmer.no</a>), Nils Kristian Einstabland, Partner.</p> 
1	Trademarks and business identifiers			
1.1	Can a trademark right, or a similar right, be established through use?	<p>According to the Danish Trade-marks Act (implementing parts of Directive 2004/48/EF on the enforcement of intellectual property rights and Directive 2015/2436/EU on how to approximate the laws of the Member States relating to trademarks), a trademark right can be established by commencement of use, if the use is continuously.</p> <p>In addition, a proprietary right to other business identifiers (i.e. signs which do not necessarily enjoy trademark protection), protected under the Danish Marketing Practices Act (implementing, amongst others, Directive 2005/29/EC on unfair business-to-consumer commercial practices), can also be established through the commencement of continued use.</p>	<p>Through the Swedish Trade Mark Act (implementing, inter alia, Directive 2004/48/EC and Directive (EU) 2015/2436), an exclusive right in a trademark or other marks for goods or services which are provided in trade may be acquired without registration by means of establishment on the market.</p>	<p>The Norwegian rules mainly correspond to the Danish rules. However, there are some deviations. A trademark is considered to be established by use only to the extent and for as long as the trademark is well known in the circle of trade in Norway for the relevant goods and services as someone's sign. If such use is established only in part of Norway, the exclusive right has effect only in this territory.</p>
2	Domain names			
2.1	Does the registrant of a national top-level domain in your country need to be established, have a branch or an address (or the like) in your country?	<p>By application, any natural person or legal entity can be registered as an owner of a .dk- domain name.</p> <p>The natural person or legal entity does not have to be established, have a branch or an address (or the like) in Denmark.</p>	<p>Same applies, it need not be a Swedish natural person or legal entity.</p>	<p>By application, Norwegian organisations and private individuals over the age of 18 can be registered as an owner of a .no- domain name.</p> <p>The organisation must have a Norwegian organisation number and be registered in the Norwegian Central Coordinating Register for Legal Entities. In order to obtain a Norwegian organisation number, the organisation must have a branch or be established in Norway. Private individuals must be registered in the National Population Register with a national identity number. All domain name</p>

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				holders must have a Norwegian address.
3	Language requirements on the website			
3.1	<p>Are there any general language requirements for websites marketing and selling products and/or services online to consumers and/or businesses?</p> <p>If yes, please elaborate.</p>	<p>There are no general language requirements for websites marketing and/or selling products and services online to consumers or businesses in Denmark.</p>	<p>Same applies, though if the marketing is directed towards Swedish consumers, the Swedish Marketing Act requires a trader to provide material information (i.e. significant information) in a clear and comprehensible manner. In that case it may be in the trader's interest to provide material information in Swedish.</p>	<p>There are no general language requirements. Some specific language requirements are addressed elsewhere in this questionnaire.</p>
4	Information requirements about the trader on the website			
4.1	<p>Is there any information about the trader that the trader is obligated to provide on the website when selling products and/or services to consumers and/or businesses?</p> <p>If yes, please elaborate.</p>	<p>According to the Danish e-commerce Act (implementing Directive 2000/31/EC on electronic commerce), a trader selling products and/or services online to consumers and/or businesses must provide the following information on the website:</p> <ol style="list-style-type: none"> <li>the name of the trader as registered in a trade register (in Denmark; The Central Business Register);</li> <li>the geographic address of the trader;</li> <li>the email address of the trader, the postal address of the trader if it deviates from the geographic address, and other contact information which enables contact with the trader;</li> <li>the Central Business Register number of the trader (in Denmark; CVR-number);</li> <li>applicable authorization schemes, including the relevant supervisory authority; and</li> <li>as concerns regulated professions, any professional body or similar institutions with which the trader is registered, the trader's professional title and the Member State in which it is granted, and a reference to applicable professional rules.</li> </ol>	<p>Basically, the same applies through the Swedish E-commerce Act (implementing Directive 2000/31/EC on electronic commerce). The trader must at least provide the name of the trader, the geographic address, the locality in which its registered office is situated, where the trader is established and the trader's email address. In relevant cases the following information must be provided:</p> <ol style="list-style-type: none"> <li>Swedish company registration number;</li> <li>VAT identification number; and</li> <li>Relevant supervisory authority.</li> </ol> <p>As concerns regulated professions the following information must also be provided:</p> <ol style="list-style-type: none"> <li>the professional title and the member state where it has been granted;</li> <li>any professional body or similar institution with which the service provider is registered; and</li> <li>a reference to the applicable professional rules in the Member State of establishment and the means to access them.</li> </ol>	<p>Same applies.</p> <p>Moreover, the Norwegian Consumer Authority recommends that the trader, in order to enable the consumer to come into direct contact with the trader, states the telephone number or uses a chat solution on the website. A chat solution should have a maximum wait time of 30 to 60 minutes on all business days.</p>

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4.2	If yes, how should such information be provided?	The information must be easily and permanently accessible and provided collectively. The information can for example be available gathered on the front page of the website, or through a link on the front page of the website to the contact information of the trader found elsewhere on the website.	Same applies. The trader shall provide the information in an easily, directly and permanently accessible manner to the recipients of the service and competent authorities. Providing a link is generally acceptable.	Same applies. The information should as a main rule be available on every single page on the website, at least through a link to the contact information page. It is not sufficient for the information to only be available on the front page of the website.
5	Pre-contractual information			
5.1	Is there any general pre-contractual information that must be provided on the e-commerce website to both consumers and businesses?  If yes, please elaborate.	Yes, according to the Danish e-commerce Act, a trader selling products and/or services to consumers online (and/or businesses, unless otherwise agreed) must provide the following information before an order is placed:  <ol style="list-style-type: none"> <li>the different technical steps to follow to conclude the agreement;</li> <li>whether or not the concluded agreement will be stored by the trader and whether it will be accessible;</li> <li>the languages offered for concluding the agreement;</li> <li>the technical means for identifying and correcting errors; and</li> <li>any relevant codes of conduct and information on how those codes can be consulted electronically.</li> </ol> <p>The above-mentioned information must be given clearly, comprehensibly and unambiguously.</p>	Basically, the same applies through the Swedish E-commerce Act. Prior to an order being placed a trader must provide, in a clear and unambiguous way, the following information:  <ol style="list-style-type: none"> <li>the appropriate and effective technical means for identifying and correcting input errors prior to placing the order and the different technical steps to follow to conclude the agreement;</li> <li>the languages offered for the conclusion of the contract;</li> <li>whether or not the concluded contract will be filed by the trader and whether it will be accessible; and</li> <li>any relevant codes of conduct and information on how those codes can be consulted electronically.</li> </ol>	Same applies.
5.2	Is there any other pre-contractual information which must be provided to consumers?  If yes, please elaborate.	According to the Danish Consumer Contracts Act (implementing Directive 2011/83/EU on consumer rights), the trader must provide the following information to a consumer prior to conclusion of the agreement (we have included the main information requirements within the scope of the questionnaire):  <ol style="list-style-type: none"> <li>the main characteristics of the goods and services;</li> <li>the identity and address of the trader, and, if relevant, the trader's telephone number and email address;</li> <li>the identity and address of another trader which the trader acts on behalf of, if relevant;</li> <li>the total price of the goods and services, inclusive of taxes, or where the nature of</li> </ol>	According to the Swedish Distance and Off-Premises Contracts Act (implementing, inter alia, 2011/83/EU), if the total price is 400 SEK or more then prior to concluding a contract the trader shall provide the consumer with information regarding:  <ol style="list-style-type: none"> <li>its name, company registration number, telephone number and fax number, as well as its address and email address and, if the trader is acting on another party's behalf, such party's corresponding information;</li> <li>the main characteristics of the goods or services to the extent appropriate taking into consideration the goods or services and how the information is provided;</li> </ol>	Same applies.

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		<p>the goods or services is such that the price cannot reasonably be calculated in advance, the method of calculating the price;</p> <ol style="list-style-type: none"> <li>5. any costs that the consumer must pay to use means of distance communications, if different from the regular fee;</li> <li>6. the payment conditions, the conditions for the fulfilment of the agreement, information of when the trader expects to deliver the purchased goods or services;</li> <li>7. the trader's complaint handling procedure if this deviates from what could be expected by the consumer;</li> <li>8. that the remedies for defective performance contained in the Danish Sale of Goods Act may apply;</li> <li>9. the existence of and the conditions for after-sales customer assistance, after-sales services and commercial guarantees, if applicable;</li> <li>10. the relevant codes of conduct, and where to find these;</li> <li>11. the existence of and conditions for deposits or other financial guarantees to be paid or provided by the consumer, if relevant;</li> <li>12. the functionality and applicable technical measures of digital content, if applicable; and</li> <li>13. the compatibility of digital content with hardware and software, if relevant.</li> </ol> <p>Where applicable, the trader shall also provide information about the possibility of having recourse to a complaint and redress mechanism and the methods for having access to it. According to Regulation No 524/2013 on online dispute resolution for consumer disputes, the trader shall also inform the consumer of the ODR complaint platform, including a link to the platform, and the e-commerce trader's email address.</p> <p>Further, on websites where online purchases can be made, the trader must inform the consumer of any delivery limitations and means of payments to be used.</p> <p>The trader is also obligated to provide information on the right of</p>	<ol style="list-style-type: none"> <li>3. the price of the goods or services, including taxes and charges or, where the price cannot be stated in advance, how the price is calculated; where the contract is of indeterminate duration or relates to a subscription, the costs for each invoicing period and each month shall be stated;</li> <li>4. costs for delivery or postage and other additional costs;</li> <li>5. the cost for use of a means of distance communication, unless the cost is calculated based on a standard rate;</li> <li>6. the terms and conditions for payment as well as for delivery or performance in another manner and the date of delivery or performance; where the contract is concluded on the trader's website, payment methods which are accepted and limitations, if any, on the delivery shall be stated at the beginning of the ordering process;</li> <li>7. a deposit or other financial guarantees which the consumer is to provide and the terms and conditions applicable thereto;</li> <li>8. the consumer's statutory right to complain pursuant to law, how complaints can be made, and the street address of the place of business to which the consumer can turn in order to lodge complaints;</li> <li>9. whether, and the conditions under which, there is a right of withdrawal, the deadline, and other terms and conditions for the right of withdrawal, how the right of withdrawal is exercised, and the existence of a standard form for exercise of the right of withdrawal and the way in which it can be obtained by the consumer;</li> <li>10. the obligation which the consumer may have in conjunction with exercise of the right of withdrawal to return goods at his or her own expense and, in conjunction with distance contracts, the cost for returning goods where they are such that they cannot be returned by post;</li> <li>11. whether the consumer is obligated to compensate the trader;</li> </ol>	

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		<p>withdrawal (see the question below).</p> <p>There are a number of exceptions to the information requirements which are not included in the questionnaire, for example agreements for the supply of foodstuffs, beverages or other goods intended for current consumption in the household which are supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace, or agreements for gambling for which money is paid to participate.</p>	<ol style="list-style-type: none"> <li>12. warranties or similar undertakings as well as the assistance and service which apply after the sale;</li> <li>13. codes of conduct which apply to the trader and how the consumer can obtain such codes;</li> <li>14. the term of the contract;</li> <li>15. the shortest term of validity for the consumer's obligations under the contract;</li> <li>16. the terms and conditions for terminating the contract where it is for an indefinite term or is automatically renewed;</li> <li>17. the functionality of content, including technical security measures, and the hardware and software which may be necessary to use the digital content; and</li> <li>18. the possibilities which exist for a dispute with the trader to be determined out of court.</li> </ol>	
5.3	<p>How should the above-mentioned information requirements be fulfilled?</p>	<p>The trader must provide the above-mentioned information prior to conclusion of the agreement in a clear and comprehensible manner.</p> <p>The above-mentioned information becomes an integral part of the agreement.</p> <p>The information must be in Danish, when the marketing of the goods and services has been in Danish.</p> <p>Most traders provide the information on the trader's website and in the trader's terms and conditions, which the trader then sends to the consumer within reasonable time after conclusion of the agreement.</p>	<p>The information shall be provided clearly and intelligibly and in a manner which is adapted to the means for distance communication used. Special consideration shall be given to the needs of minors and other particularly vulnerable persons.</p> <p>The Swedish Consumer Ombudsman recommends that all terms and conditions are kept available in the same language that the contract was concluded in. Furthermore, the Consumer Ombudsman recommends that the consumer should always be able to communicate with the trader in the language which the contract was concluded in.</p> <p>Even if there is no formal language requirement, it is recommended to provide the information in Swedish to ensure that the information is provided in a clear and intelligible manner to the consumer.</p> <p>Where a contract has been concluded using means for distance communication which entails that information can only be given in a limited scope or for a limited time, at least the information pursuant to above-mentioned (see question 5.2) subsection 1, in respect of the trader's name and company registration number, subsections 2–4, 14, and 16, shall be given through</p>	<p>Same applies. However, the language requirement is somewhat different. According to the Norwegian Cancellation Act (implementing Directive 2011/83/EU on consumer rights), the information is to be given in Norwegian when the trader's activity (i.e. the marketing of goods and/or services) is <i>directed/aimed</i> at Norwegian consumers.</p> <p>The marketing does not have to be exclusively directed towards Norway for the condition to be met. It is sufficient that the trader has marketed its goods and/or services towards Norwegian consumers with the intention of trading with consumers in Norway.</p> <p>Whether a trader's activity is directed towards Norwegian consumers shall be decided based on a concrete assessment of relevant circumstances, such as (i) whether the trader offers its goods/services across borders, (ii) whether the website is accessible to all, (iii) type of language and currency used by the trader, (iv) type of top-level domain name being used, (v) in which language it is possible to make and confirm reservations, (vi) whether the trader has had any expenses for search and advertising to reach consumers in other member states etc.</p>

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			<p>the means of communication. If there is a right of withdrawal, information pursuant to subsection 9 shall also be given through the means of communication. Other information pursuant the above-mentioned subsections shall be provided clearly and intelligibly and in a manner which is adapted to the means for distance communication used.</p> <p>Where the contract is to be concluded on the trader's website, the consumer shall be specifically advised of the content of the information which is provided pursuant to subsections 2–4 and 14–16 under the above-mentioned answer of question 5.2.</p>	
6	Information about prices, fees and VAT			
6.1	What information requirements regarding prices apply in relation to sale to both consumers and/or businesses?	When a price is shown on a website, it must be provided in a clear and unambiguous manner, including whether the price includes taxes and delivery costs.	<p>In general, the Swedish Price Information Act (implementing 98/6/EC on consumer protection in the indication of prices) stipulates that when a trader offers a product, the trader must also provide information on the product's price and comparative price. If a price cannot be provided, the basis of the calculation of the price shall be provided.</p> <p>A comparative price need not be provided if it, because of the product's character or purpose, could be assumed that providing a comparative price would either be pointless or create confusion.</p> <p>The information must be provided in an accurate and clear manner. If there might be additional charges or other costs, this must be stated clearly.</p> <p>The Swedish E-commerce Act stipulates that shipping fees and any additional tax must be stated separately.</p> <p>Regarding sales to consumers, subsections 3-5 mentioned above in questions 5.2 apply.</p>	Same applies.
6.2	In regard to sale to consumers, when is the trader obligated to provide information on the total price	In regard to consumers, the trader must in a clear and comprehensible manner inform the consumer of the total price of the goods and/or services before an online agreement is concluded.	As stated in question 5.2, subsections 3-5, the Swedish Distance and Off-Premises Contracts Act requires a trader to provide information on the price of the goods or services, including taxes and charges, prior to the conclusion of	Same applies.

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	of the goods and/or services?	<p>Additionally, according to the Danish Consumer Ombudsman, who amongst others monitors compliance with the Consumer Contracts Act, the trader shall provide information of the total price the first time the consumer is informed of the price. Where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the method of calculating the price must be informed.</p> <p>Further, the trader shall also inform the consumer of the total price directly before the consumer places his order. See more under the questions regarding check-out below.</p>	a contract with a consumer. The information shall be provided clearly and intelligibly and in a manner which is adapted to the means for distance communication used.	
6.3	Which costs are to be included in the total price of the goods and/or services in relation to online sale to consumers?	<p>In regard to online consumer agreements, the total price of the goods and services includes all fees, expenses, VAT and all other costs that the consumer must pay.</p> <p>Costs which cannot be referred to the individual goods are not to be included in the total price, e.g. delivery costs. However, the consumer must receive information about these costs in direct connection with the information on the total price.</p>	<p>Same applies.</p> <p>Please see question 5.2, subsections 3-5, which applies to online sale to consumers.</p>	<p>Same applies.</p> <p>Additionally, the Norwegian Consumer Authority recommends that the individual costs that make up the total price are specified.</p>
7	Terms and conditions			
7.1	Is the trader required to provide the trader's terms and conditions to the customer?	Yes, if a trader has a set of terms and conditions, the trader must make the terms and conditions available in a way that allows them to be stored and reproduced. This applies in relation to sale to both consumers and businesses.	According to the Swedish E-commerce Act, contract terms and general conditions provided to the recipient must be made available in a way that allows him to store and reproduce them. The terms of the agreement may, for example, be sent by email or provided on a web page, if they can be saved or printed by the recipient.	Same applies.
7.2	Are there any language requirements for the trader's terms and conditions in online consumer agreements?	<p>According to the Danish Consumer Contracts Act, mandatory pre-contractual information, which are included in the trader's terms and conditions, must be provided in Danish if the marketing of the purchased goods and/or services has been in Danish.</p> <p>However, the e-commerce trader and the consumer may actively agree that the terms and conditions are provided in another language.</p>	There is no requirement for the trader's terms and conditions to be in any specific language. But viewed in the light of the answers to question 5.2, it may be in the trader's interest to provide material information in Swedish.	The mandatory pre-contractual information, which are included in the trader's terms and conditions, must be provided in Norwegian when the trader's activity (i.e. the marketing of goods and/or services) is <i>directed/aimed</i> at Norwegian consumers (as further described above). The Norwegian Consumer Authority stipulates that the terms and conditions as such must be provided in Norwegian when directed/aimed at Norwegian consumers (i.e. not only the

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		Further, the information must be given in a clear and comprehensible manner.		mandatory pre-contractual information).  As for Denmark, the trader and the consumer may actively agree that the terms and conditions are provided in another language.
7.3	Must a consumer actively accept the terms and conditions?	Yes, the consumer must actively accept the terms and conditions. According to the Danish Consumer Ombudsman, pre-checked boxes are not permissible.	Yes, the consumer must actively accept the terms and conditions. The permissibility of pre-checked boxes is not entirely decided but the recommendation is to not use pre-checked boxes.  According a joint statement made by the Consumer Ombudsman in the Nordic countries in 2015, at the conclusion of an agreement the consumer must actively accept the terms of the agreement, for example, by checking a box. Such a box must not be pre-checked.	Same applies.
7.4	Is the trader required to send the terms and conditions to the consumer after conclusion of an online agreement?	Yes, the trader must send the terms and conditions to the consumer on a durable medium when the terms and conditions include the mandatory information mentioned in the Consumer Contracts Act, which must be sent to the consumer following conclusion of the agreement.	Same applies.	Same applies, but only to the extent the mandatory information has not previously been supplied to the consumer on a durable medium.
8	Information requirements immediately before acceptance of the agreement (check-out)			
8.1	What information is the trader obligated to provide to the consumer immediately before the online agreement is concluded?	In regard to consumers, if an agreement to be concluded online places an obligation on the consumer to pay, the trader shall, in a clear and prominent manner, inform the consumer of the obligation to pay directly before the consumer places the order, and provide the consumer with the following information:  1. the main characteristics of the goods and services (in practice: which goods or services the consumer has chosen), and 2. the total price.  If the trader uses an "order confirmation button" on the website the button must have written "Order with payment obligation", "Buy now" or the like on it.  According to the Danish Consumer Ombudsman, no additional text must be inserted between the above-mentioned information and	Same applies.  In addition, according to the Swedish Consumer Ombudsman, traders should also state estimated delivery time.  There is no explicit prohibition of additional text being inserted between the required information and an order confirmation button on the trader's website.	The Norwegian rules mainly correspond to the Danish rules. However, there are some deviations. The trader shall <u>ensure</u> that the consumer expressly acknowledges that the order entails an obligation to pay (and not only inform the consumer of this obligation), e.g. by using an order confirmation button marked in an easily readable manner with the words "order with an obligation to pay" etc.

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		an "order confirmation button" on the trader's website.		
8.2	What are the consequences if the above-mentioned information requirements are not fulfilled?	The agreement is not binding upon the consumer if the consumer has not received the above-mentioned information as required.	Same applies.	Same applies.
9	Binding agreement			
9.1	Under which conditions is an online consumer agreement considered binding?	<p>In regard to consumers, when a consumer activates an order confirmation button or the like on an e-commerce website, it is considered an accept of the trader's offer, which means that an online agreement has been concluded between the trader and the consumer.</p> <p>The trader's order confirmation does therefore not constitute the conclusion of the agreement, unless the trader in a clear and explicit manner during the order flow has informed the consumer hereof.</p>	Same applies.	Same applies.
10	Payments			
10.1	When is it permissible to charge the payment in an online consumer agreement?	According to the Danish Consumer Ombudsman, the trader may normally charge the payment when the purchased goods have been shipped or when the performance of the purchased services has begun.	<p>According to the Swedish Consumer Sales Act, if the contract does not stipulate the time for when payment is charged, the buyer shall pay when the seller so requests, but not until the goods are delivered to the buyer.</p> <p>According to the Swedish Consumer Ombudsman, payment should normally not be charged until the goods have been sent. Standard terms which stipulate prepayment may be considered unfair.</p>	Same applies.
10.2	Under which conditions is it permissible to charge a prepayment in an online consumer agreement?	<p>According to the Danish Consumer Ombudsman, the trader and the consumer must explicitly agree on any prepayments before the prepayment is charged.</p> <p>Further, the trader may only charge prepayments if the trader has an objective and fair reason for charging the prepayment. For example, this could be the supply of goods made according to the consumer's specifications, and situations where it is customary due to industry practices.</p>	Same applies.	The Norwegian rules mainly correspond to the Danish rules. However, there are some deviations. According to the Norwegian Consumer Authority, the trader may charge a prepayment if the trader has a particular need to require advance payments (as under Danish law) and to the extent the consumer has been clearly <u>informed</u> about this in the ordering process.

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11	Information requirements after entering into an agreement (order confirmation)			
11.1	<p>Is the trader obligated to confirm an online agreement after conclusion of the agreement?</p> <p>If yes, please specify when and how to fulfil this obligation.</p>	<p>According to the Danish e-commerce Act, the trader shall provide the consumer (and a business, unless otherwise agreed) with a confirmation of an online agreement without undue delay after concluding the agreement.</p> <p>In regard to consumers the confirmation shall be on a durable medium, for example an email, a text message or a letter. A link to a website is not considered a durable medium.</p> <p>The confirmation for the consumer shall include the mandatory pre-contractual information, which are often done by sending the trader's terms and conditions containing this information.</p>	<p>According to the Swedish Distance and Off-Premises Contracts Act, the trader shall provide the consumer with a confirmation of an online agreement within reasonable time after concluding the agreement.</p> <p>The confirmation shall be on a durable medium, for example an email, a text message or a letter. A link to a website is not considered a durable medium.</p> <p>The confirmation for the consumer shall include the mandatory pre-contractual information, which is often done by sending the trader's terms and conditions containing this information.</p>	<p>Same applies. However, the confirmation for the consumer does not have to include the mandatory pre-contractual information if this information has been supplied to the consumer on a durable medium earlier in the sales process.</p>
12	Right of withdrawal			
12.1	<p>Is a consumer entitled to a right of withdrawal within 14 days when purchasing goods and/or services online?</p>	<p>Yes, according to the Danish Consumer Contracts Act, the consumer is entitled to withdraw from an online consumer agreement within a period of 14 days starting from the day the consumer, or a third party chosen by the consumer, receives the purchased goods or from the day of concluding an agreement regarding a purchased service.</p> <p>There are a number of exceptions to the right of withdrawal which are not included in the questionnaire, for example the supply of goods that are made to the consumer's specifications or are clearly personalized or the supply of sealed goods which are not suitable for return for health protection or hygiene reasons and which were unsealed after delivery.</p>	<p>Yes, according to the Swedish Distance and Off-Premises Contracts Act, the consumer is entitled to withdraw from an online consumer agreement within a period of 14 days starting from the day the consumer receives the purchased goods or from the day of concluding an agreement regarding a purchased service.</p> <p>There are a number of exceptions to the right of withdrawal which are not included in the questionnaire.</p>	<p>Same applies.</p>
12.2	<p>What are the information requirements regarding the right of withdrawal?</p>	<p>The trader shall provide the following information to the consumer before conclusion of the agreement on the website and/or in the terms and conditions available on the website which must be accepted by the consumer before conclusion of the agreement, and after conclusion of the agreement on a durable medium, for example in the order confirmation or the terms and conditions:</p>	<p>The trader shall provide the following information to the consumer before conclusion of the agreement on the website and/or in the terms and conditions available on the website which must be accepted by the consumer before conclusion of the agreement, and after conclusion of the agreement on a durable medium, for example in the order confirmation or the terms and conditions:</p>	<p>Same applies.</p>

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		<ol style="list-style-type: none"> <li>1. information on whether the consumer is entitled to withdraw from the agreement, and if applicable the conditions, deadline and procedures for exercising the right of withdrawal;</li> <li>2. information that the consumer has no right to withdraw from the agreement, if applicable;</li> <li>3. information on the circumstances under which the consumer loses the right to withdraw, if applicable;</li> <li>4. information that the consumer will have to pay the costs of returning the goods in case of withdrawal, if applicable; and</li> <li>5. information on the amount to be paid by the consumer in the event of withdrawal from an online agreement regarding services, when the performance of the service has begun with the express consent of the consumer before the end of the withdrawal period.</li> </ol> <p>Further, the e-commerce trader must provide the Model Withdrawal Form on a durable medium.</p>	<ol style="list-style-type: none"> <li>1. information whether and under what conditions there is a right of withdrawal;</li> <li>2. information that the consumer has no right to withdraw from the agreement, if applicable;</li> <li>3. information on the deadline and other conditions for the right of withdrawal;</li> <li>4. information regarding the consumer's obligation to compensate for the depreciation of the goods;</li> <li>5. information on how the right of withdrawal is exercised, that there is a standard form for the exercise of the right of withdrawal and how the consumer can access it; and</li> <li>6. information on the obligation to return the goods at their own expense.</li> </ol>	
12.3	What are the consequences if the consumer does not receive the necessary information about the right of withdrawal?	If the consumer does not receive the required information about the right of withdrawal, the withdrawal period does not begin until the day the consumer receives the information on a durable medium. However, the withdrawal period ends no later than 12 months after the 14-day period, but in any event no later than 14 days after the day where the consumer receives the information.	<p>Same applies.</p> <p>A trader who fails to provide the information may also be required by a court or the consumer Ombudsman to provide such information. Such requirement can also be combined with a fine.</p> <p>Further, if the trader does not provide certain information, e.g. potential costs for returning the products, depreciation of the products, etc., the trader cannot claim such costs from the consumer.</p>	Same applies.
12.4	What are the main obligations on the trader and the consumer when the consumer withdraws from an online agreement?	<p>When the consumer withdraws from an online agreement, the trader shall reimburse all payments received from the consumer, including the standard costs of delivery, without undue delay and no later than 14 days from the day of the withdrawal.</p> <p>The consumer must return the goods to the trader without undue delay and no later than 14 after the withdrawal, and the consumer shall pay the costs of returning the goods. However, the consumer shall not pay the costs of returning</p>	Same applies.	Same applies.

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		<p>the goods if the trader has undertaken to pay the costs, or if the trader has not informed the consumer of the costs for returning the goods.</p> <p>If the consumer withdraws from an agreement regarding a service, the trader may require the consumer to pay for the part of the purchased service which has been performed before the withdrawal, if the performance of the service has begun with the express consent of the consumer, and if the trader proves that the consumer was informed of the right to withdraw and the amount to be paid in case of withdrawal.</p>		
13	Lack of conformity with the agreement			
13.1	When are goods and/or services considered to lack conformity with the agreement in regard to sale to consumers?	Purchased goods and/or services are considered to lack conformity with the agreement if the goods are not in accordance with the agreement, e.g. if the goods and/or services are not fit for the purposes for which they have been sold, or if the goods do not have the duration promised by the trader.	Same applies.	Same applies.
13.2	What are the consumer's remedies if the purchased goods lack conformity with the agreement?	<p>According to the Danish Sales of Good Act (amongst others, implementing Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees), if purchased goods lack conformity with the agreement, the consumer may choose between:</p> <ol style="list-style-type: none"> <li>1. remedy of the lack of conformity;</li> <li>2. delivery of substitute goods that are in conformity with the contract;</li> <li>3. an appropriate price reduction; or</li> <li>4. terminating the contract if the lack of conformity is material.</li> </ol> <p>However, the consumer cannot require remedy or delivery of substitute goods if such delivery of substitute goods or remedy is impossible or will cause the seller disproportionate expenses.</p>	Same applies. In addition, the consumer may sue for damages caused him by the product lacking conformity with the agreement. Finally, the consumer may withhold payment.	Same applies. In addition (where relevant), the consumer is entitled to withhold payment to cover claims resulting from the defect (right of retention) and may also claim compensation.
13.3	What is the time period for giving notice of	A consumer has two years to give notice of lack of conformity in relation to purchased goods.	Same applies, with the exception that the consumer has three years to give notice of lack of conformity in relation to purchased goods,	Same applies. In addition, if, when in normal use, the purchased

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	lack of conformity in terms of purchased goods in regard to sale to consumers?	However, the consumer must give notice of lack of conformity within reasonable time after having discovered the lack of conformity. Giving notice of lack of conformity within two months after discovering the lack of conformity is always given in time.	counting from the day the consumer received the goods.	goods are meant to last substantially longer, the deadline for submitting a complaint is five years.
13.4	Is a consumer entitled to remedies if a purchased service lacks conformity with the agreement?	<p>Purchases of services are not covered by the Danish Sale of Goods Act. However, according to general principles of law of obligations the consumer will be entitled to remedies if a purchased service lacks conformity with the agreement.</p> <p>If a purchased service lacks conformity with the agreement, the consumer may choose between:</p> <ol style="list-style-type: none"> <li>remedy of the lack of conformity, if possible;</li> <li>an appropriate price reduction; or</li> <li>terminating the contract if the lack of conformity is material.</li> </ol>	<p>Yes, the Swedish Consumer Services Act stipulates that a consumer is entitled to remedies in the following cases:</p> <ol style="list-style-type: none"> <li>the service is not professionally performed;</li> <li>the business has not performed the service in accordance with applicable safety regulations;</li> <li>the service differs from what the consumer and the seller agreed to;</li> <li>the service is performed in violation of prohibitions in the Swedish Product Safety Act;</li> <li>the business has not performed the additional work required to avoid serious damage; and</li> <li>the results differ from information that appears in marketing materials issued by or on behalf of the business.</li> </ol> <p>The remedies available are:</p> <ol style="list-style-type: none"> <li>withholding payment;</li> <li>remedy the lack of conformity, if possible;</li> <li>an appropriate price reduction;</li> <li>terminating the contract if the lack of conformity is material; or</li> <li>suing for damages.</li> </ol>	Same applies. In addition (where relevant), the consumer is entitled to withhold payment to cover claims resulting from the defect (right of retention) and may also claim compensation.
13.5	What is the time period for giving notice of lack of conformity in terms of purchased services in regard to sale to consumers?	<p>A performed service is governed by the Danish Act of limitations. A consumer therefore has three years to give notice of lack of conformity with the agreement regarding services. However, the consumer must give notice within reasonable time after having discovered the lack of conformity.</p> <p>What will be considered as within reasonable time, will depend on the circumstances of the service.</p>	According to the Swedish Consumer Services Act, the consumer must give notice within reasonable time after having discovered the lack of conformity. Giving notice of lack of conformity within two months after discovering the lack of conformity is always given in time. A consumer has three years to give notice of lack of conformity with the agreement. For some services, such as services rendered on buildings or areas of land or water, the consumer has ten years to give notice.	Purchase of services is governed by Norwegian non-statutory law. According to general principles of law of obligations, the consumer must give notice of lack of conformity within reasonable time after having discovered the lack of conformity. There is no absolute time limit for complaints in terms of purchased services (as for the purchase of goods), but ordinary rules of limitation will apply.

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14	Direct electronic marketing			
14.1	Under which conditions is a trader allowed to send direct electronic marketing?	<p>According to the Danish Marketing Practices Act (which amongst other implements Directive 2002/58 on the processing of personal data and the protection of privacy in the electronic communications sector) a trader may only send direct electronic marketing if the receiver has given a valid prior marketing consent.</p>	<p>According to the Swedish Marketing Act (which amongst other implements Directive 2002/58 on the processing of personal data and the protection of privacy in the electronic communications sector) a trader may only send direct electronic marketing if:</p> <ul style="list-style-type: none"> <li>• (opt-in) the receiver has given a valid prior marketing consent; or</li> <li>• (soft opt-in) if the trader has received the person's email address in connection with the sale of a product or service and: <ul style="list-style-type: none"> <li>– the person has not objected to the use of the email address for marketing purposes;</li> <li>– the intended marketing concerns the trader's own and similar products or services; and</li> <li>– the person is given the opportunity – free of charge and easily accessible – to object that the email address is used for marketing purposes both in connection with the collection and in every subsequent marketing message.</li> </ul> </li> </ul>	Same applies.
14.2	What are the conditions for a valid electronic marketing consent?	<p>An electronic marketing consent must be obtained prior to sending the marketing, and the consent must be freely given and be specific, informed and unambiguous.</p> <p>That the marketing consent must be informed means that a marketing consent may not be obtained by using a pre-checked consent box, and that the marketing consent text and the consent box must be separated from the terms and conditions.</p> <p>That the marketing consent must be specific means that the person/business giving the marketing consent must be aware of which business(es) the marketing consent covers; how the person/business will be contacted (the medium);</p>	Same applies.	Same applies.

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		<p>and which products or product categories the person/business will receive electronic marketing about.</p> <p>Further, the marketing consent text must specify that a marketing consent can be withdrawn at any time, which should be able to be done in an easy manner and free of charge.</p>		
14.3	<p>Is it permissible to use opt-out (soft-opt-in) electronic marketing?</p> <p>If yes, what are the requirements?</p>	<p>According to the Danish Marketing Practices Act and the Guidelines from the Danish Consumer Ombudsman regarding unsolicited marketing, it is permissible to use soft opt-in (in Danish: "opt-out") for email marketing if the following requirements are fulfilled:</p> <ol style="list-style-type: none"> <li>1. the customer must have purchased a product from the trader;</li> <li>2. the customer must have informed the trader of the customer's electronic address on his own in connection with the purchase of the product;</li> <li>3. the trader must clearly and expressly inform the customer that the customer will receive marketing from the trader to the specific electronic address;</li> <li>4. the trader must clearly and expressly inform the customer that the customer can decline receiving marketing free of charge and in an easy manner at the time when the customer informs the trader about the customer's electronic address;</li> <li>5. the trader must inform the customer of the right to decline receiving further marketing in all subsequent communications;</li> <li>6. the electronic marketing must be limited to the marketing of the trader's own products; and</li> <li>7. the electronic marketing must be limited to the marketing of similar products.</li> </ol>	<p>Yes, as stated in question 15.1. According to the Swedish Marketing Act, it is permissible to use soft opt-in for email marketing if the trader has received the person's email address in connection with the sale of a product or service and:</p> <ul style="list-style-type: none"> <li>• the person has not objected to the use of the email address for marketing purposes;</li> <li>• the intended marketing concerns the trader's own and similar products or services; and</li> <li>• the person is given the opportunity – free of charge and easily accessible – to object that the email address is used for marketing purposes both in connection with the collection and in every subsequent marketing message.</li> </ul>	<p>Same applies, but the Norwegian provisions only apply when there is an established business relationship between the trader and the consumer, c.f. the Norwegian Marketing Control Act. There will as a main rule not be an established relationship after a single purchase of ordinary consumer goods, i.e. there must either be several purchases or goods that require after-sale services.</p>
14.4	<p>Does the above apply to direct electronic marketing towards both consumers and businesses?</p>	<p>Yes.</p>	<p>Only consumers and sole traders. Opt-out applies for businesses.</p>	<p>Yes, the above applies to businesses if the marketing is directed to a natural person's individual email or phone, and not to <a href="mailto:post@business.no">post@business.no</a>.</p>

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15	GDPR			
15.1	<p>Are there - under national law - further information requirements than what is required under the GDPR?</p> <p>In terms of the question and the questions below regarding GDPR, if the legal position under local laws deviates from the legal position in Denmark, please state whether the local legal position is applicable to an online trader, which is solely established in Denmark.</p>	<p>No, the Danish Data Protection Act does not require any other information to be provided than the information required under the GDPR.</p>	<p>Same applies, the Swedish Data Protection Act does not require any other information to be provided than the information required under the GDPR.</p>	<p>Same applies in a trader-consumer relationship.</p>
15.2	<p>Is it required to have a privacy policy for an e-commerce trader?</p>	<p>When processing personal information, the e-commerce trader is required to comply with the requirements in the GDPR, including providing the required information to the data subject. Therefore, if the trader processes personal data, e.g. in relation to purchases made on the e-commerce platform, the information must be given.</p> <p>There are no requirements to the format the information is provided in. An e-commerce trader is therefore not necessarily required to have a privacy policy, as long as the required information is provided adequately.</p>	<p>Same applies.</p>	<p>Same applies.</p>
15.3	<p>When and how should the information requirements be fulfilled?</p>	<p>The data subject should be given the required information, when data is obtained from the data subject, e.g. when a purchase is made.</p> <p>In general, the information should be provided in writing, and where appropriate electronically, e.g. via a link to the privacy policy on the website. The information must be given in a concise, transparent, intelligible and easily accessible</p>	<p>Same applies, the Swedish supervisory authority has not issued any official guidelines in relation to the information requirements – however – the same requirement can be found in Article 29 Working Party’s Guidelines on transparency under Regulation 2016/679 (see e.g. page 18).</p>	<p>Same applies.</p>

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		<p>form, using clear and plain language.</p> <p>According to the guidelines from the Danish Data Protection Agency, the e-commerce trader must take active steps to "give" the data subject the required information, and the data subject should not have to search for the information, i.e. the attention of the data subject should be led to the privacy policy. Preferably, the link to the privacy policy should lead directly to the relevant sections of the privacy policy.</p>		
15.4	Can a privacy policy be a part of e.g. the terms and conditions of an e-commerce trader?	The information must be clearly separated from other information. The privacy policy should therefore not be part of the terms and conditions, the terms of use of the website, or other required information, e.g. the cookie policy.	Same applies.	The privacy policy should not be part of the terms and conditions and the like, but a cookie policy may be included in a privacy policy.
15.5	Is it required for the customer to actively accept a privacy policy?	No, there is no requirement for the data subject to accept the privacy policy; actively or not.	Same applies.	Same applies.
15.6	Are there any predefined or best-practice period for, how long an e-commerce trader can retain personal data about customers?	<p>The specific retention period varies depending on the processing activity in question. In Denmark, the best-practice retention periods depend on the purposes and the types of personal data processed, e.g. HR and book-keeping material.</p> <p>Information collected in relation to sales on an e-commerce platform is generally regarded as book-keeping material. According to the Bookkeeping Act, the book-keeping material should normally be retained for a minimum of 5 years from the end of the year the sale was completed.</p> <p>Overall, the e-commerce trader must determine the appropriate retention period based on an assessment of the categories of data and the purpose of the processing. It is important to remember that data should only be retained as long as it is "need-to-have" and not "nice-to-have".</p>	Same applies. According to the Swedish Bookkeeping Act, book-keeping material should normally be retained for a minimum of 7 years from the end of the year the sale was completed. The Swedish supervisory authority has – prior to GDPR came into force – stated that personal data processed for marketing purposes may (in general) be processed for 1 year. We believe that this recommendation still applies.	Same applies. However, the classification of personal data, as e.g. book-keeping material, must be based on a concrete assessment.
16	<b>Cookies</b>			
16.1	What are the requirements for placing	In order to legally place cookies on the users' terminal equipment under the Danish Ministerial Order on	Same applies. In order to legally place cookies on the users' terminal equipment under the Swedish	As under Danish law, it is a condition for legally placing cookies on an e-commerce website that the

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	<p>cookies on an e-commerce website?</p> <p>If the legal position under local laws deviates from the legal position in Denmark, please state whether the local legal position is applicable to an online trader, which is solely established in Denmark.</p>	<p>the Use of Cookies, it is a condition that the users have consented to this, unless the cookies are technically necessary for the webpage (e.g. a cookie to remember the items put in a shopping basket).</p> <p>In order for a consent to be valid, the consent must comply with the requirements for information under the GDPR, i.e. it must be a freely given, specific, informed and an unambiguous indication of the user's wishes, and further the user should be informed about the type of cookie (session or permanent), the cookies' retention period, and whether it is a first or third party cookie.</p> <p>Finally, the consent must be actively given, e.g. a tick-box must be checked by the user, and the user should have the opportunity to adjust his/her preferences and withdraw his/her consent. The right to withdraw his/her consent must be mentioned in the consent.</p>	<p>Act on Electronic Communication, it is a condition that the users have consented to this, unless the cookies are necessary in order to transmit an electronic message through an electronic communications network or necessary in order to provide a service that is explicitly requested by the user or subscriber. Even if the wording of the exception (i.e. when a consent is not required) in the Swedish act is slightly different compared to the Danish act, it is our understanding that the intended effect is the same.</p>	<p>users have consented to this, unless the cookies are technically necessary for the webpage.</p> <p>However, as per today, it is not required that the consent must comply with the requirements set forth in GDPR. The user is considered to have given a consent to the use of cookies if the user's browser accepts cookies. If the user does not accept the use of cookies, the user can withdraw its consent by changing the browser settings.</p> <p>Following the ruling of the European Court in the Planet 49-case (case C-673/17), the authorities are now considering whether there is a need to change the interpretation of what constitutes a valid consent for placing cookies on a website. Most likely, this will result in the implementation of stricter requirements which correspond to the one set forth in GDPR (and under Danish law).</p> <p>This local legal position is applicable to an online trader which is solely established in Denmark if the trader's activity is <i>directed</i> towards Norwegian consumers (as further described above).</p>
17	Miscellaneous			
17.1	<p>Are there any additional matters that an e-commerce trader based in other countries within the EU/EEC should be particularly aware of when marketing and selling goods and services in your country?</p>	<p>There are no additional matters to add.</p>	<p>There are no additional matters to add.</p>	<p>Please note that there are some Norwegian specific requirements regarding the processing of a national identity number. The trader may only obtain the user's national identity number if there is an objective need for positive identification, e.g. if the trader has an objective need for performing a credit check on the user.</p>