

## BILAG 3 - QUESTIONNAIRE - SPAIN AND ITALY

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	SPAIN	ITALY
			<p>The answers for Spain have been provided by Fieldfisher JAUSAS (<a href="http://www.fieldfisherjausas.com">www.fieldfisherjausas.com</a>), Manuel Alonso Porri, Partner.</p> <p></p>	<p>The answers for Italy have been provided by Fieldfisher Milan (<a href="http://www.fieldfisher.com">www.fieldfisher.com</a>), Diego Rigatti, Partner.</p> <p></p>
1	Trademarks and business identifiers			
1.1	<p>Can a trademark right, or a similar right, be established through use?</p>	<p>According to the Danish Trademarks 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>According to the Spanish Trademarks Act, a trademark right and a proprietary right to other business identifiers – so-called in Spain “commercial names” – can only be established through registration.</p> <p>Please note that although protection begins with the final registration, it dates back to the date of application, with a provisional protection since the application was published.</p>	<p>Yes, it can. <i>De facto</i> trademarks (or unregistered trademark) are trademarks which are used but have never been filed or registered and are governed by article 2571 of Italian Civil Code, according to which who has used an unregistered mark is entitled to continue such use, notwithstanding the registration obtained by others, within the scope of the former use done.</p> <p>In addition, the unregistered trademark which is “generally renown” can deprive the requirement of novelty of any identical or similar trademark which has been later filed/registered for identical of similar products or services. If the holder of a <i>de facto</i> trademark “generally renown” wishes to take legal action to seek the invalidity of a trademark which has been registered later, he must be able to demonstrate the circumstance that its own trademark is “generally renown”.</p>
2	Domain names			
2.1	<p>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>	<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>According to General Provision Six of the Spanish Order ITC/1542/2005, of 19 May, natural or legal persons and non-legal entities “must have interests or maintain links with Spain”.</p> <p>These concepts, following the Spanish Company Responsible for the Management of the Registry of Internet Domain Names (Red.es), alternatively would cover:</p> <ol style="list-style-type: none"> <li>1. natural or legal persons and non-legal entities established in Spain,</li> </ol>	<p>No. The registration of an Italian top-level domain is allowed to subjects who are citizens, residents or established in a country of the European Economic Area (EEA), in the Vatican State, in the Republic of San Marino and in the Switzerland Confederation.</p>

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			<ol style="list-style-type: none"> <li>2. those who wish to direct all or part of their services to the Spanish market, as well as</li> <li>3. those who wish to offer information, products or services that are culturally, historically or socially linked to Spain.</li> </ol> <p>Therefore, although there is no need to be established in Spain, it should be noted as a requirement if other circumstances do not apply.</p>	
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, but it is worth noting that, according to Article 60 of the Spanish Consumer Act, the pre-contractual information must be provided to the consumer – at least – in Spanish.</p>	<p>According to Italian Legislative Decree no. 206/2005 (the “Consumer Code”) (Art. 9), all the information intended for consumers and users shall be given in Italian, as a minimum requirement. Where information is provided in more than one language, they shall also be shown in characters that are no less visible and legible than those used for the other languages. Indications using expressions in common use, that are in a language other than Italian, are permitted.</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>1. the name of the trader as registered in a trade register (in Denmark; The Central Business Register);</li> <li>2. the geographic address of the trader;</li> <li>3. 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>4. the Central Business Register number of the trader (in Denmark; CVR-number);</li> <li>5. applicable authorization schemes, including the relevant supervisory authority; and</li> </ol>	<p>Same applies, pursuant to Article 10 of the Spanish Information Society and E-commerce Act.</p>	<p>According to the Italian Legislative Decree no. 70/2003 (implementing Directive 2000/31/EC on electronic commerce), a trader must provide both consumers and/or businesses and competent Authorities with the following information (art. 7):</p> <ol style="list-style-type: none"> <li>a. the name of the trader as registered in a trade register;</li> <li>b. domicile or registered office;</li> <li>c. contact details which allow to quickly contact the trader, as well as to communicate directly and effectively with the same, including email address;</li> <li>d. the Central Business Register number of the trader (in Italy REA-number);</li> <li>e. the details of the competent supervisory Authority, in the event that an activity is subject to a grant, license, or authorization;</li> <li>f. as concerns regulated professions: <ol style="list-style-type: none"> <li>i. any professional body or similar institutions with</li> </ol> </li> </ol>

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		<p>6. 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.</p>		<p>which the trader is registered and the registration number;</p> <p>ii. the trader's professional title and the Member State in which it is granted;</p> <p>iii. a reference to applicable professional rules and to any applicable codes of conduct.</p> <p>g. the VAT number or other identification number deemed to be equivalent in the Member State, in the event that the trader is engaged in a taxable business activity;</p> <p>h. a clear and unambiguous indication of prices and fees of the different information society services provided, indicating whether they include taxes, delivery costs and other additional elements to be specified;</p> <p>i. an indication of the activities allowed to the consumer and the service recipient and the contact details should an activity be subject to authorization or the object of the service is provided on the basis of a license agreement.</p>
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, but please note that, according to Article 10 of the Spanish Information Society and E-commerce Act, the information must be freely and directly accessible by electronic means.	Information must be easily, directly and permanently accessible to the recipients and the competent Supervisory Authorities (art. 7 It. Leg. Decree no. 70/2003).
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.	<p>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:</p> <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> </ol>	<p>Same applies, according to Article 27 of the Spanish Information Society and E-commerce Act.</p> <p>In addition, the trader shall make available the general conditions to which the contract is subject, so that they can be stored and reproduced by the recipient.</p>	Same applies (art. 12 It. Leg. Decree no. 70/2003).

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		<ol style="list-style-type: none"> <li>4. the technical means for identifying and correcting errors; and</li> <li>5. 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>		
5.2	<p>Is there any other pre-contractual information which must be provided to consumers?</p> <p>If yes, please elaborate.</p>	<p>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):</p> <ol style="list-style-type: none"> <li>1. the main characteristics of the goods and services;</li> <li>2. the identity and address of the trader, and, if relevant, the trader's telephone number and email address;</li> <li>3. the identity and address of another trader which the trader acts on behalf of, if relevant;</li> <li>4. the total price of the goods and services, inclusive of taxes, or 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;</li> <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> </ol>	<p>Same applies, pursuant to Article 60 of the Spanish Consumer Act.</p>	<p>Based on the general purpose of the questionnaire, we assume that the question is related to a distance contract (ecommerce).</p> <p>According to the Italian "Consumer Code", before the consumer is bound by a distance or off-premises contract, the trader shall provide the consumer with the following information in a clear and comprehensible manner:</p> <ol style="list-style-type: none"> <li>a. the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;</li> <li>b. the identity of the trader;</li> <li>c. the geographical address at which the trader is established and the trader's telephone number, fax number and email address, where available, to enable the consumer to contact the trader quickly and communicate with him efficiently and, where applicable, the geographical address and identity of the trader on whose behalf he is acting;</li> <li>d. if different from the address provided in accordance with letter (c), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;</li> <li>e. the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges</li> </ol>

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	<p>11. the existence of and conditions for deposits or other financial guarantees to be paid or provided by the consumer, if relevant;</p> <p>12. the functionality and applicable technical measures of digital content, if applicable; and</p> <p>13. the compatibility of digital content with hardware and software, if relevant.</p> <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 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>		<p>cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;</p> <p>f. the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;</p> <p>g. the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;</p> <p>h. where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right [in accordance with Section 54, paragraph (1)], as well as the model withdrawal form [set out in Annex I (B)];</p> <p>i. where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;</p> <p>j. that, if the consumer exercises the right of withdrawal after having made a request [in accordance with Section 50 paragraph (3) or Section 51 paragraph (8)], the consumer shall be liable to pay the trader reasonable costs [in accordance with Section 57, paragraph (3)];</p> <p>k. where a right of withdrawal is not provided for [in accordance with Section 59], the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under</p>

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				<p>which the consumer loses his right of withdrawal;</p> <ul style="list-style-type: none"> <li>l. a reminder of the existence of a legal guarantee of conformity for goods;</li> <li>m. where applicable, the existence and the conditions of after sale customer assistance, after-sales services and commercial guarantees;</li> <li>n. the existence of relevant codes of conduct and how copies of them can be obtained, where applicable;</li> <li>o. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;</li> <li>p. where applicable, the minimum duration of the consumer's obligations under the contract;</li> <li>q. where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;</li> <li>r. where applicable, the functionality, including applicable technical protection measures, of digital content;</li> <li>s. where applicable, any relevant interoperability of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;</li> <li>t. where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.</li> </ul>
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. 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</p>	<p>Same applies, but please note that, according to Article 60 of the Spanish Consumer Act, the pre-contractual information must be provided to the consumer free of charge and, at least, in Spanish.</p>	<p>According to the "Consumer Code" (Art. 49 par. 1, 5, 7), the trader shall provide the consumer with the above-mentioned information in a clear and comprehensible manner, before the consumer is bound by a distance or off-premises contract, or any corresponding offer.</p> <p>The above-mentioned information shall form an integral part of the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.</p>

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		time after conclusion of the agreement.		Furthermore, all the pre-contractual information intended for consumers shall be given in Italian, as a minimum requirement. Where information is provided in more than one language, they shall also be shown in Italian and must be shown in characters that are no less visible and legible than those used for the other languages. In the event of use of techniques which permit individual communication (email for example), the above-mentioned information is supplied in Italian if the consumer so requests (at the consumer's request).
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.	Same applies, according to Article 10 of the Spanish Information Society and E-commerce Act.	According to the Italian Legislative Decree no. 70/2003 (art. 7. lett (h)), a clear and unambiguous indication of prices and fees of the different information society services provided shall be indicated, specifying whether they include taxes, delivery costs and other additional elements to be specified.
6.2	In regard to sale to consumers, when is the trader obligated to provide information on the total price of the goods and/or services?	<p>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.</p> <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>	Same applies, pursuant to Article 20 of the Spanish Consumer Act.	<p>According to the Italian "Consumer Code" (Art. 49, let. E), before the consumer is bound by a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer (in a clear and comprehensible manner) with the total price of the goods or services.</p> <p>Also, pursuant to Art. 65 of the Consumer Code, before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. If the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.</p>
6.3	Which costs are to be included in the total price of the goods and/or services in relation to online	<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</p>	Same applies, pursuant to Article 20 of the Spanish Consumer Act.	According to the Italian "Consumer Code" (Art. 49, let. E), the total price of the goods or services shall include and indicate the taxes, or where the nature of the goods or services is such that the price can-

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	sale to consumers?	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.		not reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, the additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable.
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.	Same applies, according to Article 27 of the Spanish Information Society and E-commerce Act.	No specific rule applies. According to the Italian "Consumer Code" (Art. 2, para. 2, let. c), both consumers and users have the fundamental right to be adequately informed and correctly advertised. Therefore, the trader may be supposed to provide a link to the terms and conditions on the website, as this action is the most appropriate and effective mean to provide all the information pertaining to the envisaged contract.
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> <p>Further, the information must be given in a clear and comprehensible manner.</p>	Same applies, but please note that, according to Article 60 of the Spanish Consumer Act, the pre-contractual information must be provided to the consumer free of charge and, at least, in Spanish.	According to the Italian "Consumer Code" (Art. 9), all information intended for consumers and users shall be provided in Italian, as a minimum requirement. Where indications are provided in more than one language, they shall also be shown in Italian and must be shown in characters that are no less visible and legible than those used for the other languages. This rule may impact the trader's terms and conditions, too.
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.	Same applies, pursuant to Additional Provision Fourth of the Spanish Information Society and E-commerce Act that modifies both Spanish Civil and Commercial Codes, establishing that there is consent from the moment acceptance is expressed.	Same applies.
7.4	Is the trader required to send the terms and conditions to the consumer after conclusion	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	Yes, pursuant to Article 27 of the Spanish Information Society and E-commerce Act, the trader is required to send the terms and conditions to the consumer on a durable medium when they include	Same applies (art. 51, par. 7 "Consumer Code").

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	of an online agreement?	Act, which must be sent to the consumer following conclusion of the agreement.	mandatory pre-contractual information for pre-contractual information that must be provided	
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?	<p>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:</p> <ol style="list-style-type: none"> <li>1. the main characteristics of the goods and services (in practice: which goods or services the consumer has chosen), and</li> <li>2. the total price.</li> </ol> <p>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.</p> <p>According to the Danish Consumer Ombudsman, no additional text must be inserted between the above-mentioned information and an "order confirmation button" on the trader's website.</p>	Same applies, according to Article 20 of the Spanish Consumer Act.	<p>According to the Italian "Consumer Code" (art. 65, par. 1), before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the agreed upon for the trader's main contractual obligation.</p> <p>The trader is not obligated to provide other information at check-out, provided that the trader has provided all the preliminary information generally requested.</p>
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, according with Article 100 of the Spanish Consumer Act.	<p>A similar consequence is not provided, because a specific set of "information requirements immediately before check-out" is not specifically established by the Consumer Code.</p> <p>According to the Italian "Consumer Code" (art. 65, par. 2), if the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.</p>
9	Binding agreement			
9.1	Under which conditions is an online consumer agreement considered binding?	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,	Same applies. When a consumer activates an order confirmation button or the like on an e-commerce website, it is presumed that the consent is given, and the contract performed.	Same applies. In particular, it is noted that, according to the Italian "Consumer Code" (art. 51, para. 2), the trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If

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		<p>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>	<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>	<p>placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner, only with the words "order with obligation to pay" or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader.</p> <p>If the trader has not complied with these obligations, the consumer shall not be bound by the agreement or order.</p>
10	Payments			
10.1	When is it permissible to charge the payment in an online consumer agreement?	<p>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>	Same applies.	<p>No specific rule applies. It is noted that, according to the "Consumer Code" (art. 65), before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. If the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.</p>
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>	<p>According to Article 60 bis of the Spanish Consumer Act, the trader must obtain express consent from the consumer – based on an opt-in basis – on any prepayment before the prepayment is charged.</p>	<p>No specific rule applies. It is noted that, according to the "Consumer Code" (art. 33 lett. e)), a clause which establishes the right of the trader to withhold a prepayment, if the consumer does not conclude the contract or withdraws, is not effective if it does not include a right of the consumer to claim a double amount if the trader does not conclude the contract or withdraws.</p>
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</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</p>	<p>Same obligation applies pursuant to Article 98 of the Spanish Consumer Act.</p> <p>In addition, please note that, according to Article 28 of the Spanish Information Society and E-commerce Act, the trader is obliged to confirm receipt of the acceptance by any of the following means:</p>	<p>Same applies for ecommerce transactions in general.</p> <p>As for consumer law requirements, according the "Consumer Code" (art. 51, par. 7), the trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract,</p>

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	and how to fulfil this obligation.	<p>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>	<ol style="list-style-type: none"> <li>1. The sending of an acknowledgement of receipt by electronic mail or other means of electronic communication, within twenty-four (24) hours after receipt of the acceptance, or</li> <li>2. Confirmation of the received acceptance, by equivalent means used in the contracting procedure, as soon as the acceptor has completed the proceedings, provided that the confirmation may be filed by its recipient.</li> </ol>	<p>and at the latest at the time of the delivery of the goods or before the performance of the service begins.</p> <p>That confirmation shall include all the mandatory pre-contractual information unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract and, where applicable, the confirmation of the consumer's prior express consent and acknowledgement.</p>
12	Right of withdrawal			
12.1	Is a consumer entitled to a right of withdrawal within 14 days when purchasing goods and/or services online?	<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>	Same applies, according to Article 71 of the Spanish Consumer Act.	Same applies (art. 52 of the "Consumer Code").
12.2	What are the information requirements regarding the right of withdrawal?	<ol style="list-style-type: none"> <li>1. 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:</li> <li>2. 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> </ol>	Same applies, according to Articles 69, 97 and 98 of the Spanish Consumer Act.	<p>According to the Italian "Consumer Code" (art. 49, par 1, let. H, I, L, M), before the consumer is bound by a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer, in a clear and comprehensible manner, with the following information:</p> <p>Information on whether the consumer is entitled to withdraw from the agreement.</p> <p>Where a right of withdrawal exists, the conditions, time and procedures for exercising that right, as well as the model withdrawal form set out in Annex I (B) of the Consumer Code.</p> <p>Where applicable, that the consumer will have to bear the cost of</p>

	QUESTION	DENMARK	SPAIN	ITALY
		<p>3. information that the consumer has no right to withdraw from the agreement, if applicable;</p> <p>4. information on the circumstances under which the consumer loses the right to withdraw, if applicable;</p> <p>5. information that the consumer will have to pay the costs of returning the goods in case of withdrawal, if applicable; and</p> <p>6. 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.</p> <p>Further, the e-commerce trader must provide the Model Withdrawal Form on a durable medium.</p>		<p>returning the goods in case of withdrawal and if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;</p> <p>Where a right of withdrawal is not provided, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal.</p>
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.	Same applies, pursuant to Article 71.3 of the Spanish Consumer Act.	<p>According to the Italian “Consumer Code” (art. 53):</p> <p>If the trader has not provided the consumer with the information on the right of withdrawal, the withdrawal period shall expire 12 months from the end of the initial withdrawal period.</p> <p>If the trader has nonetheless provided the consumer with the information required within 12 months, the withdrawal period shall expire 14 days after the day upon which the consumer receives that information.</p>
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 the goods if the trader has undertaken to pay the costs, or if the</p>	Same applies, pursuant to Articles 76, 97, 103, 107 and 108 of the Spanish Consumer Act.	<p>According to the Italian “Consumer Code”, in the event of withdrawal, the trader shall reimburse all payments received from the consumer, including if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer’s decision to withdraw from the contract.</p> <p>Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorized by the trader to receive the goods, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision</p>

	QUESTION	DENMARK	SPAIN	ITALY
		<p>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>		<p>to withdraw from the contract to the trader. The deadline shall be met if the consumer sends back the goods before the period of 14 days has expired. The consumer shall only bear the direct cost of returning the goods, unless the trader has agreed to bear them, or the trader failed to inform the consumer that he has to bear them.</p> <p>The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, features and operation of the goods.</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, but please note that, pursuant to Article 116 of the Spanish Consumer Act, purchased goods and/or services are also considered to lack conformity with the agreement if the goods are not fit for any specific purposes requested by the consumer at the moment of the purchase, provided that the trader had acknowledged that such goods and/or service were able to comply with such specific purpose.	<p>According to the Italian “the Consumer Code” (art. 129), purchased goods and/or services are considered to lack conformity with the agreement if:</p> <ol style="list-style-type: none"> <li>they are not fit for the purposes for which goods of the same type are normally used;</li> <li>they do not comply with the description given by the seller and do not possess the qualities of goods which the seller has held out to the consumer as a sample or model;</li> <li>they do not show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the manufacturer or his representative, particularly in advertising or on labelling;</li> <li>they are not fit for any particular purpose for which the consumer requires them and which he/she made known to the seller at the time of conclusion of the contract and which the seller has accepted, also implicitly.</li> </ol>
13.2	What are the consumer's remedies if the purchased goods lack conformity with the agreement?	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,	Same applies, but it is worth noting that, according to Articles 119, 120 and 121 of the Spanish Consumer Act, the consumer may firstly choose between remedy of the	According to the Italian “Consumer Code” (art. 130, para. 2), in case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge, by repair or replacement (up to his/her choice), or to have an

	QUESTION	DENMARK	SPAIN	ITALY
		<p>the consumer may choose between:</p> <ol style="list-style-type: none"> <li>remedy of the lack of conformity;</li> <li>delivery of substitute goods that are in conformity with the contract;</li> <li>an appropriate price reduction; or</li> <li>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>	<p>lack of conformity or delivery of substitute goods.</p> <p>If neither of the above remedies are possible, or they cannot be performed by the trader in a reasonable timeframe, the consumer may then choose between an appropriate price reduction or termination of the contract.</p>	<p>appropriate price reduction or the contract terminated.</p>
13.3	<p>What is the time period for giving notice of lack of conformity in terms of purchased goods in regard to sale to consumers?</p>	<p>A consumer has two years to give notice of lack of conformity in relation to purchased goods.</p> <p>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.</p>	<p>Same applies, according to Article 123 of the Spanish Consumer Act.</p> <p>It is worth noting that any lack of conformity discovered before 6 months from the purchase shall be presumed to be already pre-existent when the goods/service were delivered, unless such presumption is against the nature of the goods/service.</p>	<p>According to the Italian “Consumer Code” (art. 132), the trader shall be held liable where the lack of conformity becomes apparent within two years as from delivery of the goods.</p> <p>The consumer claim is time barred (see question 13.2) if he/she does not inform the seller of the lack of conformity by two months after the date on which he/she discovered the lack of conformity. This notice is not required if the seller has acknowledged the existence of the lack of conformity or has hidden it.</p>
13.4	<p>Is a consumer entitled to remedies if a purchased service lacks conformity with the agreement?</p>	<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>In this case there is no consolidated regulation, and this matter should be assessed on a case by case basis. General principles of law of obligations will also be applicable, in order to protect the consumer.</p> <p>There are some regulations regarding certain services (e.g. health services, catering and restaurant services, construction services, etc.) that may hold the trader responsible where the consumer suffers a material or personal damage, but this should be assessed taking into consideration the specific circumstances of the case.</p> <p>Article 125 of the Spanish Consumer Act states that a trader may be willing to give what is called an “additional commercial warranty” that can cover both products and/or services.</p> <p>Such warranty will have to be provided in written form following an</p>	<p>The Consumer Code does not provide remedies for services but only for goods.</p> <p>The general rules of the Civil Code pertaining to service contracts shall apply. The customer is entitled to require (i) that the lack of conformity is remedied (at the traders’ cost and expense) or (ii) an appropriate reduction of the consideration, both subject to major damages compensation (if any).</p>

	QUESTION	DENMARK	SPAIN	ITALY
			<p>express request from the consumer, and, amongst other conditions, should include the warranty period and any additional rights granted to the consumer, in addition to the legal mandatory rights attached to any products and their lack of conformity.</p> <p>Likewise, if a purchased service lacks conformity with the agreement, the consumer may choose between:</p> <ol style="list-style-type: none"> <li>1. remedy of the lack of conformity, if possible;</li> <li>2. an appropriate price reduction; or</li> <li>3. declaring the contract avoided if the lack of conformity is material.</li> </ol>	
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>	As already observed, the specific time period will depend on the circumstances of the particular service.	<p>The Consumer Code does not provide remedies for services but only for goods.</p> <p>The general rules of the Civil Code pertaining to service contracts shall apply. The customer shall give notice within 60 days of the lack of conformity discovery.</p>
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>Under the framework of the Spanish Information Society and E-commerce Act, there is a general opt-in rule: Unsolicited emailing requires previous opting in from the receiver.</p> <p>Nevertheless, customers may receive unsolicited emails, provided such unsolicited emailing is advertising similar goods and services to those previously <u>purchased</u> by such customers, as detailed below in section 15.3 of this table.</p>	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>	Same applies.	Same applies.

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		<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); 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>Same applies, pursuant to Article 21.2 of the Spanish Information Society and E-commerce Act.</p>	<p>According to the Italian Legislative Decree no. 196/2003, as modified by the D.lgs 101/2918 (the "Privacy Code") (art. 130, par. 4), it is permissible to use soft opt-in <b>exclusively for email marketing</b> provided that:</p> <ol style="list-style-type: none"> <li>1. the customer has already purchased a product or service from the trader;</li> <li>2. the marketing activity is related to the purchase of a similar product or service by the customer;</li> <li>3. at the moment of the collection of personal data and when sending any communication for this purpose, the data subject is informed of the possibility that he may object at any time to the processing, in a reasonable manner and free of charge.</li> </ol>

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14.4	Does the above apply to direct electronic marketing towards both consumers and businesses?	Yes.	Yes.	Same applies.
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>	No, the Danish Data Protection Act does not require any other information to be provided than the information required under the GDPR.	No, the Spanish Data Protection Act does not require any other information to be provided than the information required under the GDPR.	Same applies.
15.2	Is it required to have a privacy policy for an e-commerce trader?	<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, but please note that in Spain almost all e-commerce traders are using privacy policies as the proper medium to provide data privacy information to data subjects.</p> <p>The Spanish Data Protection Agency issued <a href="#">Guidelines</a> that included several tips regarding compliance with the duty of information.</p>	As long as the e-commerce trader processes personal information (e.g. consumers' name, surname, address, zip code, bank details) it is obliged to provide consumer with all information required pursuant to Art. 13 of the GDPR. Therefore, a Privacy Policy is required.
15.3	When and how should the information requirements be fulfilled?	<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</p>	<p>Same applies.</p> <p>The Guides referred to above recommended the use of a double layer system, with basic information in the first place, and extensive information as a second</p>	Same applies.

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		<p>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 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>	<p>layer that may be provided through a privacy policy, but also using other formats such as an email or document that could be accessed through URL.</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.	Same applies.
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.	<p>Same applies. However, it should be noted that:</p> <p>- in order to have proof of the actual knowledge of information provided within the Privacy Policy, it is suggested to require customers to tick a box where is stated that the customer has fully read and understood the Privacy Policy.</p>
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</p>	<p>Same applies, but please note that in Spain, pursuant to the Spanish Commercial Code, the book-keeping material should be retained for a minimum of 6 years from the end of the year the sale was completed.</p>	<p>The specific retention period varies depending on the purpose for which personal data have been collected.</p> <p>In Italy, for instance, information collected for bookkeeping activity has to be retained for 10 years from the date of last entry.</p> <p>Conversely, save for the GDPR principle that imposes the controller to determine the appropriate retention period based on an assessment of the categories of data and the purpose of the processing, in Italy a Decision of the DPA on fidelity card (prior to GDPR but still compatible) imposes that data collected for marketing purposes can be retained for a maximum of 24 months from their collection, while personal data collected for profiling ac-</p>

	QUESTION	DENMARK	SPAIN	ITALY
		data should only be retained as long as it is "need-to-have" and not "nice-to-have".		tivities (including "profiled" marketing") can be stored for a maximum of 12 months (Decision of the Italian Data Protection Authority dated February 24, 2005).
16	Cookies			
16.1	<p>What are the requirements for placing 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>In order to legally place cookies on the users' terminal equipment under the Danish Ministerial Order on 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>The Spanish Data Protection Authority has just released its new <a href="#">Guidelines on Cookies</a>.</p> <p>Users should also give their consent after having received proper information about the type of cookie (session or permanent), the cookies' purposes and retention period, and whether it is a first or third party cookie. 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>Nevertheless, it is worth noting that probably the main difference with regard to the criteria laid down by other European DPA authorities is that consent can also be regarded as positively given when the user continues browsing the website, and therefore it is not necessary to request the user to click a check box.</p> <p>In such case, the trader must properly inform the user of what actions will amount to or be understood as "continue browsing", i.e. slip or use the scroll bar, or browse to another section of the website (different than the privacy or cookie policy sections).</p>	Same applies.
17	Miscellaneous			
17.1	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?	There are no additional matters to add.	There are no additional matters to add.	There are no additional matters to add.