

BILAG 5 - QUESTIONNAIRE - POLAND AND FINLAND

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	POLAND	FINLAND
			<p>The answers for Poland have been provided by Łaszczuk i Wspólnicy sp.k. (www.laszczuk.pl), Marek Korcz, Partner.</p> 	<p>The answers for Finland have been provided by HH Partners, Attorneys-at-law Ltd (www.hhpartners.fi), Martin von Willebrand, 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 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>The provisions of Directive (EU) 2015/2436 to approximate the laws of the Member States relating to trademarks regarding protection of unregistered trademarks have not been implemented into the Polish Industrial Property Law. In consequence, unregistered trademarks are not protected on the basis of the Industrial Property Law, unless they are well-known marks.</p> <p>However, the basis of protection of unregistered business identifiers (unregistered trademarks, company names, symbols, logos, etc.) can be the Polish Unfair Competition Act.</p> <p>A condition for protection is the priority of genuine use of such unregistered business identifiers.</p>	<p>According to the Finnish 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 without registration if the trademark becomes commonly known by the target audience as the trademark of the products and services of the holder of the trademark.</p> <p>In addition, a proprietary right to other business identifiers (i.e. signs which do not necessarily enjoy trademark protection), protected under the Finnish Fair Commercial Practices Act, can also be established through the commencement of continued use.</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>	Same applies.	<p>By application, any natural person or legal entity can be registered as an owner of a .fi- 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 Finland.</p>
3	Language requirements on the website			
3.1	Are there any general	There are no general language requirements for websites marketing	Consumers:	There are no general language requirements for web-sites marketing

	QUESTION	DENMARK	POLAND	FINLAND
	<p>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>and/or selling products and services online to consumers or businesses in Denmark.</p>	<p>According to the Polish Language Act, contracts concluded with consumers and offers directed to consumers should be drafted in Polish.</p> <p>If the website markets and sells products and/or services online to consumers, the following elements, in particular, should be in Polish:</p> <ol style="list-style-type: none"> 1. the name of the goods and services, 2. warranty conditions, 3. invoices, bills and receipts, 4. warnings and consumer information required under other legislation, 5. instructions and information about the properties of the goods and services (including advertising materials). <p>Such elements may also be drafted in a bilingual version, in which case the Polish version prevails.</p> <p>The obligation to use Polish in trade with the participation of consumers applies if:</p> <ol style="list-style-type: none"> 1. the consumer is domiciled in the territory of Poland at the time of conclusion of the contract, and 2. the contract is to be performed or carried out in the territory of Poland. <p>Businesses:</p> <p>There are no general language requirements for websites marketing and/or selling products and services online to businesses in Poland, unless a party to the agreement is a public institution or local government body.</p>	<p>and/or selling products and services online to consumers or businesses in Finland. It is, however, possible that a consumer claims that she/he has not been provided information concerning the commodity in a clear and understandable manner as required by the Finnish Consumer Protection Act.</p> <p>However, safety purposes may require that products contain certain information in Finnish and Swedish.</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"> 1. the name of the trader as registered in a trade register (in Denmark; The Central Business Register); 2. the geographic address of the trader; 	<p>According to the Polish Electronic Services 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"> 1. the email addresses of the trader; 2. the name, place of residence and address of the trader (in case of natural persons) or 	<p>According to the Finnish Act on Electronic Communication Services (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"> 1. the name of the trader, the geographic address of the trader, email and other contact information which enables contact with the trader;

QUESTION	DENMARK	POLAND	FINLAND
	<ol style="list-style-type: none"> 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; 4. the Central Business Register number of the trader (in Denmark; CVR-number); 5. applicable authorization schemes, including the relevant supervisory authority; and 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. 	<ol style="list-style-type: none"> business name, seat and address of the trader; 3. information on relevant permission and permitting authority (if applicable and the trader is a business entity); 4. TIN – Tax Identification Number (in Poland: NIP); 5. As concerns regulated professions: <ol style="list-style-type: none"> a) if the trader has appointed a proxy, the proxy's name, place of residence and address, or business name, headquarters and address, b) any professional association of which the trader is a member, c) the trader's professional title and the country in which it is granted, d) number in a public register which he/she is registered in, including the name of the register and the name of the authority that maintains the register, e) reference to applicable professional rules. <p>Additional information requirements are provided in the Consumer Rights Act, which requires the following information about the trader:</p> <ol style="list-style-type: none"> 1. the authority in which the trader was registered (in Poland, for companies it will be the commercial register of the National Court Register, and for sole traders the Central Registration and Information on Business (CEIDG)); 2. registration number; 3. telephone number and fax number (if available); 4. address at which complaints can be filed by the consumer (if different from the address in item 2 above). <p>In addition, under the Commercial Companies Code, companies are required to state:</p> <ol style="list-style-type: none"> 1. for limited-liability companies: the share capital, and for a company whose articles of association were executed using the articles of association form, until the share capital is covered, also information that the required contributions to 	<ol style="list-style-type: none"> 2. the trade register or other similar register with which the trader has been registered and the register number of the trader (in Finland; The Business Information System and Y-number); 3. applicable authorization schemes, including the relevant supervisory authority; 4. VAT-number of the trader in case the services are subject to VAT; and 5. 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.

	QUESTION	DENMARK	POLAND	FINLAND
			<p>the share capital have not been made;</p> <p>2. for joint-stock companies: the share capital and the paid-in capital.</p> <p>According to the National Court Register Act, all entities entered in that register must also state the legal form for conducting activity (i.e. a limited-liability company, joint-stock company, partnership or other form).</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.	The information must be clear, comprehensive, explicit and directly available through the website used by the trader. There is no requirement to provide the above information collectively (as the information is split between different legal acts), but in practice it is usually provided in one place, for example, at the bottom of the homepage of the website or through a link on the homepage to the contact information of the trader found elsewhere on the website.	The information must be accessible easily, instantly and continuously. The information must be clear and unambiguous.
5	Pre-contractual information			
5.1	<p>Is there any general pre-contractual information that must be provided on the e-commerce website to both consumers and businesses?</p> <p>If yes, please elaborate.</p>	<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"> the different technical steps to follow to conclude the agreement; whether or not the concluded agreement will be stored by the trader and whether it will be accessible; the languages offered for concluding the agreement; the technical means for identifying and correcting errors; and any relevant codes of conduct and information on how those codes can be consulted electronically. <p>The above-mentioned information must be given clearly, comprehensibly and unambiguously.</p>	<p>Yes, according to the Polish Electronic Services Act, a trader selling products and/or services online (to consumers and/or businesses) must establish and provide to both consumers and businesses the terms and conditions for providing services by electronic means, free of charge, before concluding the contract for providing such services.</p> <p>The terms and conditions shall include:</p> <ol style="list-style-type: none"> types and scope of services provided by electronic means, conditions for providing services by electronic means, including: <ol style="list-style-type: none"> technical requirements necessary for co-operation with the teleinformatic system used by the service provider, ban on delivering messages of illegal nature by the service recipient, conditions for concluding and terminating contracts for providing services by electronic means, 	Yes, according to the Finnish Act on Electronic Communication Services the same applies.

	QUESTION	DENMARK	POLAND	FINLAND
			<p>4. procedure for making complaints.</p> <p>In addition, according to the Polish Civil Code, a business submitting an offer electronically (e.g. via a website) must provide the following information before executing the contract:</p> <ol style="list-style-type: none"> 1. the different technical steps to follow to conclude the agreement, 2. the legal effects of the other party's confirmation of receipt of the offer, 3. rules and methods by which the trader records, secures and makes the content of the contract available to the other party, 4. the technical means for identifying and correcting errors, 5. the languages offered for concluding the agreement, and 6. any relevant codes of conduct and information on how those codes can be consulted electronically. <p>This 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"> 1. the main characteristics of the goods and services; 2. the identity and address of the trader, and, if relevant, the trader's telephone number and email address; 3. the identity and address of another trader which the trader acts on behalf of, if relevant; 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; 5. any costs that the consumer must pay to use means of 	<p>According to the Polish Consumers Rights Act (implementing among other things Directive 2011/83/EU on consumer rights), in case of distance contracts (including contracts concluded via a website), the trader must provide the following information to the consumer (we include the main information requirements within the scope of the questionnaire):</p> <ol style="list-style-type: none"> 1. the main characteristics of the goods and services; 2. the trader's identity, including the business name, the authority which registered the business and the registration number of the business, the trader's address, email address, and telephone and fax numbers, if available, and the address for consumer complaints, if different from the address referred to above; 3. the identity and address of another trader which the trader acts on behalf of, if relevant; 4. the total price of the goods and services, inclusive of taxes, or where the nature of 	<p>According to the Finnish Consumer Protection Act (implementing Directive 2011/83/EU on consumer rights), a trader selling products and/or services online to consumers must provide the following information on the website:</p> <ol style="list-style-type: none"> 1. Main characteristics of the product; 2. The name of the company; 3. The geographical address of the company's head office; 4. The company's telephone and fax numbers, where applicable, and email address; 5. The geographical address of the company's office to which complaints can be sent, if different from the one in point 3; 6. The product's total price, including tax; if an exact price cannot be given in advance, how the price will be calculated; unit price by weight, volume or length; total costs per month and per billing period in the case of an ongoing subscription;

QUESTION	DENMARK	POLAND	FINLAND
	<p>6. distance communications, if different from the regular fee; the payment conditions, the conditions for the fulfilment of the agreement, information of when the trader expects to deliver the purchased goods or services;</p> <p>7. the trader's complaint handling procedure if this deviates from what could be expected by the consumer;</p> <p>8. that the remedies for defective performance contained in the Danish Sale of Goods Act may apply;</p> <p>9. the existence of and the conditions for after-sales customer assistance, after-sales services and commercial guarantees, if applicable;</p> <p>10. the relevant codes of conduct, and where to find these;</p> <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</p>	<p>the goods or services is such that the price cannot reasonably be calculated in advance, the method of calculating the price;</p> <p>5. any costs that the consumer must pay to use means of distance communications, if different from the regular fee;</p> <p>6. the means of payment and the time limit for payment;</p> <p>7. the manner and time limit for contract performance by the trader as well as the complaint review procedure applied by the trader;</p> <p>8. the manner and the time limit for exercising the right to withdraw from a contract, as well as the model withdrawal form;</p> <p>9. the costs incurred by the consumer for return of goods in the case of withdrawal from the contract; in relation to distance contracts, the costs of returning goods, where the nature of the goods makes them impossible to send back via the standard postal service;</p> <p>10. the trader's obligation to deliver goods free of defects;</p> <p>11. the guarantee and its content, and information about after-sales services and the manner in which they are provided;</p> <p>12. relevant codes of best practice and where to find these;</p> <p>13. the term of the contract or manner and criteria of termination;</p> <p>14. the minimum duration of the consumer's obligations arising under the contract;</p> <p>15. the existence of and conditions for deposits or other financial guarantees to be paid or provided by the consumer, if relevant;</p> <p>16. the functionality and applicable technical measures of digital content, if applicable;</p> <p>17. the compatibility of digital content with hardware and software, if relevant; and</p> <p>18. the possibility of recourse to an out-of-court complaint and redress mechanism and the methods for accessing it.</p> <p>The above information should be provided to the consumer no later</p>	<p>7. Any delivery or other charges that are not included in the total price of the product;</p> <p>8. Any charges arising from the use of distance selling technology, such as premium-rate telephone numbers or messaging services, to place the order;</p> <p>9. Payment, delivery and other contractual terms and customer complaint procedures, where applicable;</p> <p>10. The terms, time limits and procedures relating to the consumer's right to cancel the purchase;</p> <p>11. Information about the consumer's responsibility to pay for returning the goods in the event of cancellation;</p> <p>12. Information about the financial implications of cancellation after a service has been delivered;</p> <p>13. Information about the absence of a right to cancel or situations in which the right to cancel may be lost;</p> <p>14. Information about the vendor's statutory liability to rectify defects regardless of any warranty;</p> <p>15. Information about customer support, other after-sales services and warranty, where applicable, and the terms and conditions of the same. In particular, any non-standard terms and conditions of after-sales services must be disclosed;</p> <p>16. Information about the vendor's corporate governance code, where applicable, and instructions for obtaining a copy of the same;</p> <p>17. The duration of the contract or the terms and conditions of termination in the case of an ongoing or an automatically renewable contract;</p> <p>18. The minimum duration of the consumer's contractual obligations;</p> <p>19. Information about any financial guarantees required from the consumer, such as pre-authorisation of the payment card, and the terms and conditions applicable to the same;</p> <p>20. Information about digital content, including functionality and compatibility with hardware and software, such as operating systems;</p>

	QUESTION	DENMARK	POLAND	FINLAND
		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>than the time of expressing consent to conclude the contract.</p> <p>The concept of "expression of consent to become bound by a contract" is unclear, but we can be sure that a trader should provide all the necessary information to a consumer before concluding a contract.</p> <p>Further, on websites where online purchases can be made, the trader must inform the consumer of any delivery limitations and means of payment to be used no later than during the initial phase of placing an order.</p>	<p>21. Information about the possibility and ways to refer a dispute to the Consumer Disputes Board or a similar body;</p> <p>22. The vendor must also give or make available to the consumer a cancellation form complying with the template laid out in the Ministry of Justice decree;</p> <p>23. Delivery restrictions if the product can only be delivered to certain countries, for example;</p> <p>24. Acceptable methods of payment, such as credit/debit card, online banking, mobile telephone.</p> <p>If the trade is made by using a device that has a limited amount of screen estate or time, the consumer must at least be given information of items 1, 2, 6, 7, 10 on the list above 17.</p>
5.3	How should the above-mentioned information requirements be fulfilled?	<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>	The same applies, except that the information must be in Polish if the consumer is domiciled in Poland and the contract is to be performed or carried out in Poland.	<p>The trader must provide the above-mentioned information prior to conclusion of the agreement in a clear and comprehensible manner.</p> <p>The information should be in Finnish, when the marketing of the goods and services has been in Finnish.</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>Under general rules of law and common practice, the information about the price (fees) shall be provided in a clear and unambiguous manner.</p> <p>Specific and more detailed requirements apply only to consumers.</p> <p>According to the Polish Act on Consumer Rights, the trader must inform the consumer in a clear and understandable way about the total price of the goods and services, inclusive of taxes, or where the nature of the goods or services is</p>	The same applies.

	QUESTION	DENMARK	POLAND	FINLAND
			such that the price cannot reasonably be calculated in advance, about the method of calculating the price (please refer to sec. 5.2. above).	
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>	<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 no later than the time the consumer expresses consent to conclude the contract (i.e. before an online agreement is concluded).</p> <p>Further, the price information should be restated immediately before the consumer places his order. See more under the questions regarding check-out below.</p>	<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>If an accurate price cannot be reasonably calculated in advance due to the nature of the goods, the company must provide the grounds on which the price has been calculated.</p> <p>Before accepting an order, the company must inform the consumer of any additional charges not included in the total price and delivery costs. In this context, additional charges refer to any costs arising from ancillary contracts or additional services. If these cannot be calculated in advance, the company must inform the consumer that such additional costs may occur.</p>
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>In regard to online consumer agreements, the total price of the goods and services includes the price for goods or services, as well as tax, freight, delivery or postal charges and any other charges.</p> <p>Where those charges cannot be determined, the consumer should be informed that such charges may be payable. In case of a contract for an indefinite term, or a contract that includes a subscription, the trader must state the total price or fee, covering all the payments for the accounting period. Where the contract provides for a fixed rate, the consumer must also be informed of the total monthly payments.</p>	<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>
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.	A trader operating an e-commerce website is entitled to choose the method for making terms and conditions available. However, he should provide such terms and conditions before the contract is concluded.	A trader must provide the terms and conditions to be accessible to customers in way in which customers can save and reproduce them.

	QUESTION	DENMARK	POLAND	FINLAND
			<p>In addition, at the recipient's request, the terms and conditions of the e-commerce website must be made available in a manner enabling downloading, retrieval and saving of the contents of the terms and conditions through the IT system used by the recipient.</p> <p>Information provided to the consumer must be presented in a location visible to the consumer, in an appropriate font size, in plain language.</p>	
7.2	<p>Are there any language requirements for the trader's terms and conditions in online consumer agreements?</p>	<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>	<p>According to the Polish Language Act, the trader's terms and conditions in online consumer agreements must be provided in Polish.</p> <p>Polish law does not require terms and conditions in electronic trade with consumers to be provided solely in a foreign language or in a foreign language in addition to Polish. Providing a foreign language version or bilingual version is not mandatory.</p> <p>There are, however, situations where foreign versions of terms and conditions are allowed in the trade (but not mandatory);</p> <p>In trade with Polish consumers on the territory of Poland terms and conditions may always be drafted in a bilingual version, but in such a case – the Polish version prevails.</p> <p>In trade with foreign consumers on the territory of Poland a foreign version may be used (but is not mandatory), if the following four conditions are fulfilled jointly:</p> <ol style="list-style-type: none"> a) the consumer requests the document be made in foreign language; b) the consumer has a command of the foreign language in which the document is made, c) the consumer is not a Polish citizen, d) the consumer was notified in advance of the right to make the contract or other document in Polish. <p>The above conditions are cumulative.</p> <p>As noted above, the above situation is not an exception to the general obligation to use Polish in trade with consumers. This means that providing a foreign language</p>	<p>There are no general language requirements. It is, however, possible that a consumer claims that she/he has not been provided information concerning the commodity in a clear and understandable manner as required by the Finnish Consumer Protection Act.</p> <p>However, safety purposes may require that products contain certain information in Finnish and Swedish.</p>

	QUESTION	DENMARK	POLAND	FINLAND
			version is always an option, and in addition, it is restricted to very limited situations (please see 4 conditions above). In practice, the above possibility to use a foreign language is not very often used in electronic trade, but it is more often used in labour law relations, where the Act on Polish Language also applies.	
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.	No, active acceptance of terms and conditions is not mandatory. Active acceptance is, however, commonly used.
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.	A trader must provide the terms and conditions to be accessible to customers in way in which customers can save and reproduce them.
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"> the main characteristics of the goods and services (in practice: which goods or services the consumer has chosen), and the total price. <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>	<p>Of all the information that a trader is obliged to give to consumers before concluding a contract, there are certain types of information specified that should be restated immediately before placing an order. This includes:</p> <ol style="list-style-type: none"> the main features of the goods or services, the total price or consideration for such goods or services, with taxes, the term of the contract or manner and criteria of termination, the minimum duration of the consumer's obligations. <p>The trader must also ensure that the consumer, when placing the order, explicitly confirms that he/she knows that the order implies an obligation to pay.</p> <p>If ordering requires pressing a button or using a similar device, the button used for placing an order must be labelled in an easily legible manner with the words "order with obligation to pay" or any other equivalent and clear expression.</p>	<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"> Main characteristics of the product; The product's total price, including tax; if an exact price cannot be given in advance, how the price will be calculated; unit price by weight, volume or length; total costs per month and per billing period in the case of an ongoing subscription; Any delivery or other charges that are not included in the total price of the product; The duration of the contract or the terms and conditions of termination in the case of an ongoing or an automatically renewable contract; The minimum duration of the consumer's contractual obligations.

	QUESTION	DENMARK	POLAND	FINLAND
				Here the vendor must also ensure that the consumer agrees to pay for the product or service. If the ordering process involves using a button or a similar function to place the order, the function must clearly state that by placing the order the consumer agrees to pay for the product or service by using "Order with payment obligation" or similar text.
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.	<p>In case the consumer was not given the mandatory information mentioned in section 8.1, the agreement is not binding on the consumer. The consumer must make a claim in such case within one year.</p> <p>Additionally, the consumer does not have an obligation to pay for the following costs in case she/he has not been provided information concerning such costs:</p> <ol style="list-style-type: none"> 1. The product's total price, including tax; if an exact price cannot be given in advance, how the price will be calculated; unit price by weight, volume or length; total costs per month and per billing period in the case of an ongoing subscription; 2. Any delivery or other charges that are not included in the total price of the product; 3. Information about the consumer's responsibility to pay for returning the goods in the event of cancellation. <p>In addition, the consumer is not liable to pay for a completely or partially completed service related to digital content when:</p> <ol style="list-style-type: none"> 1. the delivery of the digital content was started during the cancellation period without the prior agreement of the consumer. 2. the consumer was not informed of the loss of the cancellation right. 3. the consumer did not receive confirmation of the agreement that was made.
9	Binding agreement			
9.1	Under which conditions is an online consumer	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,	According to the Polish Civil Code, an online consumer agreement is considered binding when the trader receives confirmation that the consumer has accepted the	The same applies.

	QUESTION	DENMARK	POLAND	FINLAND
	agreement considered binding?	<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>	trader's offer. When the trader uses an order confirmation button or the like on an e-commerce website, the agreement is considered binding when the consumer activates the order confirmation button.	
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>	<p>According to the Polish Civil Code, in case of a contract of sale (or other reciprocal contract), the performances of the parties should be made simultaneously unless it follows from the contract, the law, or the decision of a court or other competent authority that one of the parties is obliged to make an earlier performance.</p> <p>In consequence, 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> <p>In practice, in e-commerce sale, most often the traders require prepayments.</p>	<p>According to the Finnish Consumer Protection Act, unless otherwise agreed, the consumer must make the payment when required by the trader, but not earlier than when the consumer has access to the goods according to the agreement.</p> <p>According to the Finnish Consumer Ombudsman, the e-commerce trader may decide which payment methods the trader accepts. However, the payment options must not be unreasonable, which could be the case for instance if available payment would restrict the access to necessary commodities.</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>An obligation to make prepayments must be stated explicitly in a contract between a trader and a consumer. This results from the Polish Civil Code.</p> <p>In addition, the obligation to make a prepayment must not infringe the interests of the consumer.</p>	<p>According to Finnish Consumer Ombudsman, prepayment is generally considered unreasonable unless there are special reasons for such arrangement.</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 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</p>	<p>According to the Consumer Protection Act, the trader shall provide the consumer with confirmation of an online agreement.</p> <p>Such confirmation should include all information that the trader must give to the consumer prior to the contract (unless the trader provided the consumer with the information recorded in a durable</p>	<p>According to the Finnish Act on Electronic Communication Services, 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, and in regard to consumers, at the latest when the</p>

	QUESTION	DENMARK	POLAND	FINLAND
		<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>	<p>medium before the contract was concluded), and, in the case of a digital content supply service, information on the consent given by the consumer to supply such contents and related loss of the right to withdraw from the contract.</p> <p>Such confirmation must be given within a reasonable time after concluding the contract, in any case no later than the time of delivery of the goods or before commencing the provision of the service.</p> <p>Confirmation should be provided to the consumer in a durable medium, for example on paper, USB, CD or DVD.</p>	<p>goods are delivered or before the provision of a service has started.</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, unless the trader has already provided this to the consumer on a durable medium.</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>	<p>The same applies according to the Polish Consumer Rights Act.</p>	<p>The same applies.</p>
12.2	What are the information requirements regarding the right of withdrawal?	<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> <ol style="list-style-type: none"> information on whether the consumer is entitled to withdraw from the agreement, and if applicable the conditions, deadline and 	<p>The same applies as regards the scope of the information requirement.</p> <p>A model notice on the right of withdrawal constitutes an attachment to the Polish Consumer Rights Act. A trader who provides a consumer with instructions complying with the model instructions is deemed to fulfil the information requirements regarding the right of withdrawal.</p> <p>The information regarding the right of withdrawal should be provided to the consumer no later than the time of expressing consent to conclude the contract (as to the</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> <ol style="list-style-type: none"> Terms, time limits and procedures related to the consumer's right to cancel the purchase; Information indicating that the consumer must cover the

	QUESTION	DENMARK	POLAND	FINLAND
		<p>procedures for exercising the right of withdrawal;</p> <ol style="list-style-type: none"> 2. information that the consumer has no right to withdraw from the agreement, if applicable; 3. information on the circumstances under which the consumer loses the right to withdraw, if applicable; 4. information that the consumer will have to pay the costs of returning the goods in case of withdrawal, if applicable; and 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. <p>Further, the e-commerce trader must provide the Model Withdrawal Form on a durable medium.</p>	<p>interpretation of this expression, please refer to 5.2. above) and after conclusion of the agreement in a durable medium (for example in an email).</p> <p>Where the consumer explicitly requests that the provision of a service be commenced before the time limit for withdrawal from the contract expires, the trader shall request that the consumer submit an explicit statement making that request.</p>	<p>costs of returning the goods if the consumer cancels the contract. The consumer must also be informed of the amount of the returning costs if the goods are by nature such that they cannot be returned by ordinary post. In this context, providing the name of one transport company and the return price it will charge is deemed sufficient;</p> <ol style="list-style-type: none"> 3. Information on the consumer's compensation liability if the consumer exercises the right to cancel the purchase after having requested delivery of the service; 4. Information on the lack of a cancellation right or on the conditions under which the cancellation right may be lost. <p>The trader must also give or make available to the consumer a cancellation form complying with the template laid out in the Ministry of Justice decree.</p> <p>In case the trader provides the possibility to make a cancellation notice on the website, the trader must notify the consumer without undue delay of the receipt of such cancellation notice on a durable medium.</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.	<p>Where the consumer is not informed by the trader about the right to withdraw from the contract, that right shall expire 12 months from the end of the 14-day period.</p> <p>If the consumer is informed by the trader about the right to withdraw from the contract before the end of the 12-month period, the withdrawal time limit shall expire 14 days from the time the consumer is informed of the right.</p>	If the consumer does not receive information on the terms, time limits and procedures related to the consumer's right to cancel the purchase, 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.
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</p>	<p>When the consumer withdraws from an online agreement, the contract shall be deemed not to have been concluded.</p> <p>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 receipt of the consumer's statement on withdrawal.</p>	The company must return the payment received from the consumer without delay, and at the latest within 14 days of receiving the cancellation notice. The company has the right to withdraw reimbursement of the payment until the company has received the returned goods or the consumer has provided proof of having returned the goods, in the form of a return receipt for example.

	QUESTION	DENMARK	POLAND	FINLAND
		<p>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 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>The consumer must return the goods to the trader without undue delay and no later than 14 after the withdrawal, unless the trader has offered to collect the goods itself. The time limit shall be considered met if the goods are sent back before the time limit expires.</p> <p>The consumer shall only bear the direct costs of return of the goods.</p> <p>However, the consumer shall not pay the direct costs of returning 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>The consumer shall 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, characteristics and functionality of the goods, unless the trader has failed to provide notice of the right of withdrawal.</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>If the consumer cancels the sales contract, the goods must be returned within 14 days of giving the cancellation notice. If necessary, the consumer must provide proof that the goods have been returned within the time limit, for example by presenting a return receipt.</p> <p>The consumer must cover the costs of returning the goods, unless the company has agreed to cover this. The consumer will not have to pay the return costs, if the company has agreed to cover the return costs or if, prior to the consumer placing the order, the company has not informed the consumer that the consumer must cover any return costs, or of the amount of the return costs if the goods cannot be returned by ordinary post.</p> <p>If service provision has begun and the service is subsequently cancelled, the consumer must pay the company reasonable compensation, calculated in proportion to the overall price of the agreement.</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.	<p>According to the Polish Civil Code, the goods sold are not compliant with the contract in particular if:</p> <ol style="list-style-type: none"> they do not have the properties that the goods of that type should have given the aim specified in the contract or arising from the circumstances or from the purpose of the goods; they do not have the properties of which the seller has assured the buyer; they are not fit for the purpose for which they have been sold; 	<p>Purchased goods are considered to lack conformity with the agreement if the goods are not in accordance with the agreement, e.g.</p> <ul style="list-style-type: none"> when the product is not suitable for its intended use; the product does not correspond with the information provided in advance; the product's service life is shorter than what could reasonably be expected; the product is not packaged in a manner that is appropriate for its preservation or protection;

	QUESTION	DENMARK	POLAND	FINLAND
			<p>4. they were delivered to the buyer in an incomplete condition.</p> <p>The same applies to B2C as well as B2B agreements.</p> <p>In case of services, the trader is liable for non-performance or improper performance of the service unless the non-performance or improper performance is due to circumstances for which the trader is not liable.</p>	<ul style="list-style-type: none"> • the product fails to meet safety requirements and/or instructions. <p>Purchased services are considered to lack conformity with the agreement if the services are not in accordance with the agreement, e.g.</p> <ul style="list-style-type: none"> • work is not done professionally and diligently; • the consumer's interests have not been adequately taken into consideration; • the durability and other attributes of work or materials do not meet the usual standards of good quality; • the work does not comply with the requirements set by law, decrees or the authorities; • the work does not correspond to the information provided in advance; • the service provider did not provide sufficient information on the most sensible way to perform the work or other significant aspects. <p>Also, in case there is a defect in a product within 6 months after the purchase and the defect cannot be considered to be in the nature of the product, the trader has the burden of proof that the product was not defective already at the time of the purchase.</p>
13.2	<p>What are the consumer's remedies if the purchased goods lack conformity with the agreement?</p>	<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"> 1. remedy of the lack of conformity; 2. delivery of substitute goods that are in conformity with the contract; 3. an appropriate price reduction; or 4. terminating the contract if the lack of conformity is material. <p>However, the consumer cannot require remedy or delivery of substitute goods if such delivery of substitute goods or remedy is</p>	<p>Same applies (according to Polish Civil Code).</p>	<p>According to the Finnish Consumer Protection 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"> 1. remedy of the lack of conformity; 2. delivery of substitute goods that are in conformity with the contract; 3. an appropriate price reduction; 4. terminating the contract if the lack of conformity is material; or 5. damages on certain conditions. <p>However, the consumer cannot require remedy or delivery of</p>

	QUESTION	DENMARK	POLAND	FINLAND
		impossible or will cause the seller disproportionate expenses.		substitute goods if such delivery of substitute goods or remedy is impossible or will cause the seller disproportionate expenses.
13.3	What is the time period for giving notice of lack of conformity in terms of purchased goods in regard to sale to consumers?	<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>In case of consumers, there is no specific deadline for giving notice of lack of conformity in relation to purchased goods.</p> <p>However, the seller is liable under implied warranty if a physical defect is found within two years and, in the case of defects in real estate, within five years of the thing being handed over to the buyer. If the buyer is a consumer, and the object of sale is a used movable, the seller's liability may be limited to no less than one year from the moment the thing was handed over to the buyer.</p> <p>The Civil Code provides different prescription periods of the specific claims /remedies in case of lack of conformity of goods.</p> <p>For example, the claim for repair of goods or delivery of substitute goods becomes barred by the statute of limitations one year after the day on which the defect is found by the consumer.</p>	<p>A consumer must give notice of lack of conformity in relation to purchased goods within a reasonable time of when she/he has noticed or should have noticed the defect. The notice can in any case be given within 2 months of when the consumer noticed the defect.</p> <p>The 2-year warranty based on Directive 1999/44/EC has not been implemented in Finland, and the situation is therefore unclear. There is no absolute period for giving notice of lack of conformity in Finland.</p> <p>However, the period for giving notice of lack of conformity is subject to the Finnish Act of limitations. According to the Finnish Act of limitations, a consumer has at maximum three years to give notice of lack of conformity with the agreement after the consumer discovered or should have discovered the lack of conformity. At the latest, a claim must be made before 10 years have passed from the incident from which the claim arises.</p>
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"> 1. remedy of the lack of conformity, if possible; 2. an appropriate price reduction; or 3. terminating the contract if the lack of conformity is material. 	<p>The notion of "lack of conformity with the agreement" applies only to goods.</p> <p>In case of services, the trader is liable according to general principles of law of obligations. The general rule is that the service provider is liable for non-performance or improper performance of the service unless the non-performance or improper performance is due to circumstances for which the trader is not liable.</p>	<p>The Finnish Consumer Protection Act includes several sections concerning certain specific services, but there is no section concerning services in general.</p> <p>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> <ol style="list-style-type: none"> 1. remedy of the lack of conformity; 2. delivery of substitute goods that are in conformity with the contract; 3. an appropriate price reduction; 4. terminating the contract if the lack of conformity is material; or 5. damages on certain conditions.
13.5	What is the time period for giving notice of lack of	A performed service is governed by the Danish Act of limitations. A consumer therefore has three years to give notice of lack of	The trader's liability of performance of a service is limited with the statute of limitations. The general statute of limitation of claims	The consumer must give notice within reasonable time after the consumer discovered or should have discovered the lack of

	QUESTION	DENMARK	POLAND	FINLAND
	conformity in terms of purchased services in regard to sale to consumers?	<p>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>	is 6 years and for claims concerning periodical performances -3 years. However, shorter statute of limitation periods may apply in case of some specific services agreements.	<p>conformity. What will be considered as within reasonable time, will depend on the circumstances of the service.</p> <p>According to the Finnish Act of limitations, a consumer has at maximum three years to give notice of lack of conformity with the agreement after the consumer discovered or should have discovered the lack of conformity. At the latest, a claim must be made before 10 years have passed from the incident from which the claim arises.</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>	<ol style="list-style-type: none"> 1. According to Polish Electronic Services Act (implementing Directive 2000/31/EC on electronic commerce), a trader may only send direct electronic marketing if the recipient who is a specified natural person has given prior marketing consent. <p>The obligation to obtain the above consent applies to sending direct marketing to the addresses of natural persons and does not apply to sending such marketing to legal entities (e.g. commercial companies or public institutions).</p> 2. According to the Polish Telecommunications Law (which among other things implements Directive 2002/58/EC on the processing of personal data and the protection of privacy in the electronic communications sector), a trader may only use telecommunications terminal equipment and automated calling systems for direct marketing if the user has given valid prior consent. <p>The prevailing view of the Polish authorities is that according to that provision, the consent must be obtained prior to sending direct electronic marketing to natural persons and legal entities.</p> 3. In consequence, sending direct electronic marketing to natural persons requires consents no. 1 and 2 above, and sending direct electronic 	<p>According to the Finnish Act on Electronic Communication Services the same applies.</p>

	QUESTION	DENMARK	POLAND	FINLAND
			<p>marketing to legal persons requires only consent no. 2.</p> <p>In practice, consents 1 and 2 are often combined in one statement.</p>	
14.2	<p>What are the conditions for a valid electronic marketing consent?</p>	<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); 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>	<p>Both consents described in items 1 and 2 above must be obtained prior to sending the marketing and must comply with the requirements of the GDPR.</p> <p>This means that the consent must be freely given and be specific, informed and unambiguous. The recipient shall have the right to withdraw his or her consent at any time.</p> <p>As regards the meaning of “informed consent”, “specific consent” and the right of withdrawal, the same applies.</p>	<p>The same applies.</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"> 1. the customer must have purchased a product from the trader; 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; 3. the trader must clearly and expressly inform the customer that the customer will receive marketing from the trader to the specific electronic address; 4. the trader must clearly and expressly inform the customer that the customer can decline 	<p>No opt-out (soft opt-in) is allowed.</p>	<p>According to the Finnish Act on Electronic Communication Services and the Guidelines from the Finnish Consumer Ombudsman regarding unsolicited marketing, it is permissible to use soft opt-in for email marketing if the following requirements are fulfilled:</p> <ol style="list-style-type: none"> 1. the controller receives electronic contact information from the customer which it uses for purposes such as sending text messages or emails (previous customer relationship); 2. the contact information was previously received as the result of a purchase (message format); 3. the contact information will later be used exclusively for the direct marketing of products or services belonging to the same product group;

	QUESTION	DENMARK	POLAND	FINLAND
		<p>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;</p> <p>5. the trader must inform the customer of the right to decline receiving further marketing in all subsequent communications;</p> <p>6. the electronic marketing must be limited to the marketing of the trader's own products; and</p> <p>7. the electronic marketing must be limited to the marketing of similar products.</p>		<p>4. electronic direct marketing is done by the same controller; and</p> <p>5. the customer is provided with the possibility to forbid the use of the customer's contact information, easily and free of charge, upon the collection of such information and upon receipt of each subsequent direct marketing message.</p>
14.4	Does the above apply to direct electronic marketing towards both consumers and businesses?	Yes.	The consent based on the Polish Telecommunications Law applies to both consumers and businesses. The consent based on the Polish Electronic Services Act applies only to natural persons.	<p>It is allowed to send direct marketing to organizations (including businesses and traders) in case the organization has not specifically opted out. However, direct marketing to emails in the form of "nameofperson@organization.fi" is considered marketing to private individuals unless the marketing is related to the employee's duties in the organization. It is advisable to treat sole traders similarly to employees in this regard.</p> <p>Marketing to organizations must specify that the marketing can be banned at any time, which should be able to be done in an easy manner and free of charge.</p>
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</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 Polish Personal Data Protection Act and the Act Amending Sectoral Acts in Connection with the GDPR do not require any other information to be provided than the information required under the GDPR.	The same applies.

	QUESTION	DENMARK	POLAND	FINLAND
	applicable to an online trader, which is solely established in Denmark.			
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>	Same applies.	The same applies.
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 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>The data subject should be given the required information at the time when personal data are obtained (where personal data relating to a data subject are collected from the data subject).</p> <p>The information shall be provided in writing, or by other means, including, where appropriate, by electronic means. When requested by the data subject, the information may be provided orally, provided that the identity of the data subject is proven by other means.</p> <p>The information must be given in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child.</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 form, using clear and plain language.</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 same applies.

	QUESTION	DENMARK	POLAND	FINLAND
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.	The 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>	<p>Same applies.</p> <p>The tax documentation should normally be retained for a minimum of 5 years from the end of the year when the sale was completed.</p> <p>The data of the clients should be kept for a minimum period depending on limitation period of claims, usually from 2 to 6 years.</p>	The same applies.
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</p>	<p>In order to legally place cookies on the users' terminal equipment under the Polish Telecommunications Law, it is a condition that:</p> <ol style="list-style-type: none"> the user is directly informed in advance of, among other things, the purpose of storing the cookies and the possibility to change the cookies settings by using the software installed on the user's device or service configuration; the user has consented to this (after having obtained information referred to in point 1); cookies do not cause changes in the configuration of the user's telecommunications terminal device and in the software installed on the device. <p>The users may give consent using settings of the software installed on their telecommunications terminal device or service configuration.</p> <p>Consent is not required if the cookies are technically necessary for the</p>	<p>Website users must be provided with clear and comprehensive information about cookies and the purposes of saving or using user data. Users must also be given information on at least how long the cookies are used and whether third parties may have access to the cookies. Storing and using information collected by cookies require the user's consent. Informing users on data collected by cookies and allowing them to refuse the storage of cookies must be implemented in the most user-friendly manner possible.</p> <p>Providing information about cookies or giving consent to their storage does not require a pop-up window. Consent can be requested by using any preferred method (e.g. browser/application setting or pop-up window) as long as it is not requested by using a pre-ticked checkbox. The use of cookies and the related practices must also be indicated on a website in such a</p>

	QUESTION	DENMARK	POLAND	FINLAND
		withdraw his/her consent must be mentioned in the consent.	<p>website (e.g. a cookie to remember the items put in a shopping basket or remember the language chosen by the user).</p> <p>In order for consent to be valid, it must comply with the requirements for information under the GDPR.</p> <p>Please note that the consent to the use of cookies should be separate from the consent to the processing of personal data.</p>	<p>manner that a user can obtain additional information about them.</p> <p>Cookies may be used without informing or requesting consent from the user if their sole purpose is to carry out the technical transmission of a communication or their use is necessary for the service provider in order to provide a service explicitly requested by the subscriber or user.</p>
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.