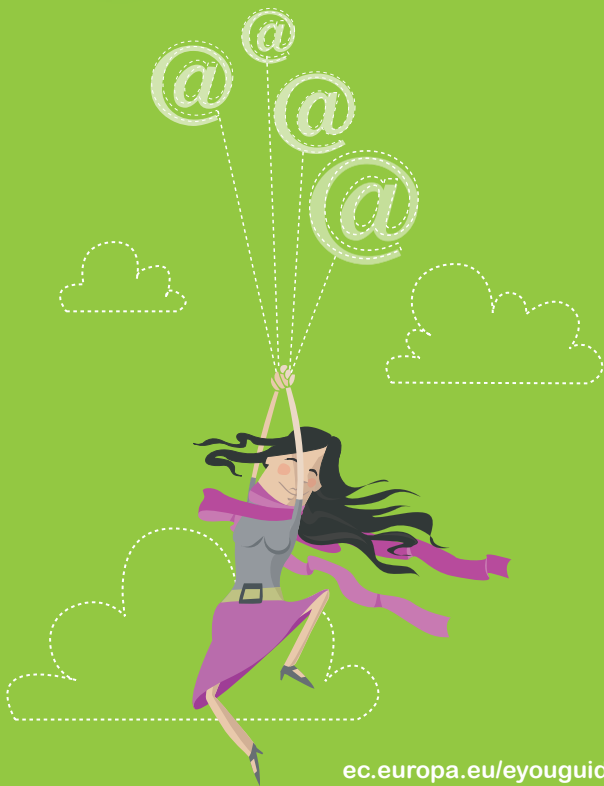


eYou Guide

to your rights online



ec.europa.eu/eyouguide

***Europe Direct is a service to help you find answers
to your questions about the European Union***

Freephone number (*):

00 800 6 7 8 9 10 11

(*) Certain mobile telephone operators do not allow access to 00 800 numbers or these calls may be billed.

LEGAL NOTICE

This brochure is for information purposes only and it is not exhaustive. The European Commission bears no responsibility for the information it contains, for possible inaccuracies or mistakes.

More information on the European Union is available on the Internet (<http://europa.eu>).

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Introduction

The European Commission presents the eYouGuide – an online information tool for internet users and consumers to raise their awareness of the rights provided by EU law in the digital environment:

<http://ec.europa.eu/eyouguide>

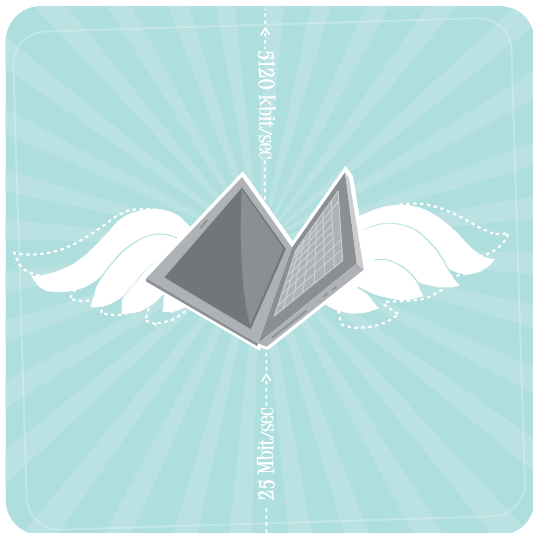
Shopping online for goods or services, downloading content or watching video online are some of the activities Europeans do on the internet. Such activities often raise questions about what the users' rights are, and about the legal environment. The eYouGuide aims at answering these questions in a user-friendly manner.

By increasing the awareness of where and how to find the necessary information and providing advice about online activities, the guide will also encourage consumers to widen their choice and look at online markets beyond their own country. Online cross-border services offer several benefits to consumers, including wider choice, easier access to information and lower prices.

The eYouGuide deliberately avoids legalistic language and explains internet users' rights and obligations in the form of frequently asked questions and answers mainly focused on the following areas:

- Protecting privacy and personal data online
- Safety and security on the Internet
- Rules for online advertising
- Contractual obligations of service providers and sellers with respect to users or consumers of online services
- Copyright online.

The eYouGuide also provides users with indications on where they can find additional information and how consumers' rights may be enforced, making available a list of useful links to national consumer protection organisations and public authorities.



Getting connected to the internet

Question: *I want to subscribe to broadband service advertised on the internet. The terms and conditions in the online application form seem quite detailed and complex. Is there anything I should pay particular attention to? Can I change provider after concluding the contract?*

Answer: Yes, you should check them, even if they seem to be detailed and complex.

First, be aware that contracts with companies providing internet access signed or agreed online are binding to you. So we recommend you read carefully all the terms and conditions and make sure you understand them before signing any form.

In particular, pay particular attention to the 'small print' and find out about:

- Any **surcharges** over and above the advertised price
- The **minimum term** of the contract
- How the contract can be **cancelled** or **renewed**

EU law also requires contracts to be written in plain, understandable language.

If for some reason you change your mind after signing up to a broadband service contract online, and if the broadband service is not provided yet, you are entitled to **terminate the contract without penalty during seven working days from the day you concluded the contract** (this may be longer in some EU countries or with some vendors).

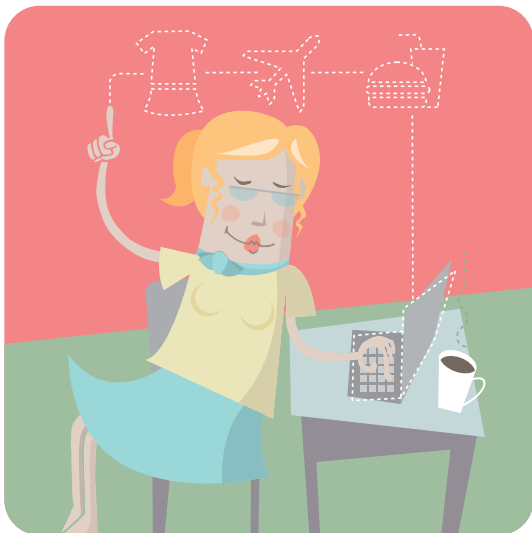
Be smart online

- Read the **'small print'** before you enter into a contract.
- Check the **minimum contract period** (e.g. 12 months).
- Make sure you understand when and how you must give notice to **terminate the contract** (e.g. 3 months in advance and by registered post) and how to **renew the contract**.
- Check the monthly **limits on data downloads/uploads** in the package you are signing up to.
- Is there a **surcharge if you opt not to pay by direct debit** (e.g. paying by cash or cheque)?
- Is there a **rental charge for the equipment** provided by the supplier (modem, router, etc.)?
- How does the service provider handle **complaints**? Will they refer you to the out-of-court dispute system (e.g. alternative dispute resolution)?

Relevant EU law

EU directive on unfair terms in consumer contracts (93/13/EEC)

EU distance selling directive (97/7/EC)



Shopping online

Question: *When I buy goods on the internet, I'm worried they won't be delivered or could be faulty. Am I protected if this happens and who could I contact?*

Answer: Yes, EU law protects you against the lack of delivery and possible defects in the goods you buy online from professional sellers.

Goods ordered online **must be sent within 30 days** maximum, unless you and the seller have agreed on a different date. If this is not the case and, if you have already paid for the goods, contact the seller and ask for reimbursement.

You are also protected against **faulty goods purchased online**. The seller is responsible for defects in the goods **at the time of delivery and for two years** after that date.

If the goods you ordered are delivered faulty or any defects become apparent within two years, you have two options:

- You can ask the seller to repair or replace the good.
- If repair or replacement is not possible or disproportionate, or if the seller does not repair or replace it in a reasonable time, you may ask for a reduction in price or for the contract to be cancelled (i.e. reimbursement of the price paid).

Be aware that online sellers may offer you additional guarantees (in their own guarantee statement and the advertising for the product). They must make clear that these additional guarantees do not affect your other legal rights as a consumer under national law.

Be smart online

- **Make sure you know who the seller is.** Check the website for information on their identity and address. Check the information provided about delivery time and defective goods.
- **Vet the seller** by asking other consumers about their experiences. Consumer organisations are also usually aware of rogue vendors active in your area/country.

If you have a problem...

- **Seek advice**

The **European Consumer Centres Network** advises consumers specifically with cross-border shopping issues - and intervenes when problems arise.

National consumer associations can also advise you on problems with local vendors.

- **Take action**

If your negotiations with the vendor have failed and you wish to take things further, you can either take legal action in the **national courts** or opt for an **alternative dispute resolution** scheme.

These are schemes set up to help solve disputes without having to go through costly and time-consuming court proceedings. The **European consumer centres can give you advice on schemes that meet EU standards**. Most use a third party – arbitrator, mediator or ombudsman – to help you and the vendor reach a solution.

Useful links

National consumer associations

ec.europa.eu/consumers/redress_cons/

European Consumer Centres Network ec.europa.eu/consumers/empowerment/cons_networks_en.htm

Alternative dispute resolution scheme

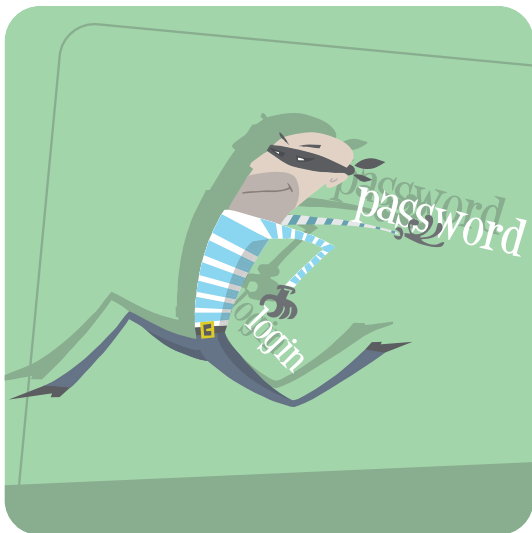
ec.europa.eu/consumers/redress/out_of_court

Relevant EU law

EU distance selling directive (1997/7/EC)

EU directive on the sale consumer goods and guarantees (1999/44/EC)

EU directive on unfair terms in consumer contracts (1993/13/EEC)



Privacy and personal information online

Question: *I have a profile on a social networking site and subscribe to online newsletters. But is it really safe to disclose my personal data online, including my address and phone number, and what can I do if my personal data is used for purposes other than the ones I intended?*

Answer: Your personal data (such as your name, address, phone number, etc...) **is protected online unless you post them yourself on a web page that can be viewed by anyone. So you should be careful about what data you disclose and on which sites.**

Any person or organisation who collects your personal data online (e.g. online shops or service providers) must take appropriate measures to protect the data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access. Under EU data protection law you have the right to:

- Know **who is processing your personal data** and for **what purpose**.
- **Access your personal data.**
- Demand that it be **erased, blocked, or amended.**
- **Object** (free of charge) **to processing of your personal data** when your national law exceptionally allows for processing of your data without your consent (e.g. for marketing purposes).

If you feel your rights have been infringed, your first step should be to contact the person or organisation who manages the data – most likely the company you provided the data to. If that does not work, try contacting your **national data protection authority**. Depending on the merits of the case and on the laws

in the country where you live, you may be entitled to claim compensation, as well enforce your rights.

Apart from companies that collect personal data, users might disclose personal information on web pages that can be viewed by anyone. If you, for example, set up a personal website and you post personal information on it, you are responsible for the potential consequences. A similar responsibility applies when you post personal information on social networking sites (e.g. Facebook, Myspace, etc.) and you make it available to everyone. So you should consider restricting access to your data on social networking sites to people that you know.

On 10 February 2009 the EU brokered an agreement between different social networks to improve the safety of minors that subscribe to these platforms. By April 2009, these social networks committed to ensure that:

- Full online profiles and contact lists of website users who are registered as 'under 18' are set to 'private' by default.
- Private profiles of users under the age of 18 are not searchable (on the websites or via search engines).
- Privacy options are prominent and accessible at

all times, so that users can easily work out whether they want the entire world or just their friends to see what they post online.

Be smart online

1. Do not reveal more information about yourself than necessary – give only the information required and do not provide optional information (in online forms, for instance).
2. Get several free webmail accounts and use these addresses for mailing lists, in chat rooms and other public places on the internet. Never give your work e-mail address! Ideally the address you give out on the internet should not contain your real forename or surname in the address.
3. Use privacy policy tools on social networking sites to set higher levels of protection.

Useful links

Block bullying online

keepcontrol.eu

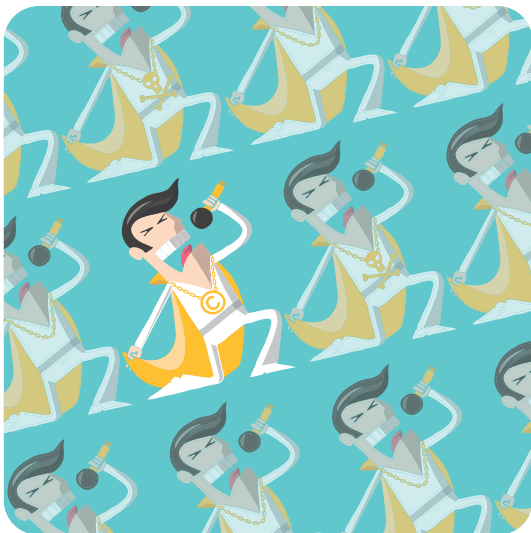
Data protection in the EU

ec.europa.eu/justice_home/fsj/privacy

Relevant EU law

EU directive on e-privacy (2002/58/EC)

EU data protection directive (1995/46/EC)



Copyright online

Question: *I downloaded files from a file-sharing platform (such as bit-torrent, kazaa, eMule, etc) without paying, and with no authorisation from a rights-holder. Is this legal?*

Answer: It depends on the actual file you are downloading.

Downloading from file-sharing platforms is not illegal in itself but, if you are not sure that the material you want to download is free of copyright or under a royalty-free license you will probably infringe copyright.

File-sharing platforms are powerful means of sharing information and knowledge but you should be careful when sharing copyrighted works.

The purpose of copyright is to protect the interests of the authors/creators and also to promote the progress of knowledge and the arts. EU countries have set up certain preventive measures to enforce copyright, and to protect your safety as a consumer. Your national law may provide civil or criminal sanctions even for infringements of copyright law for non-commercial purposes. Civil sanctions may involve paying damages or just an injunction ordering you to stop the infringing behaviour. Criminal sanctions are usually provided for copyright violations with a commercial scale and may involve the seizure of devices containing protected work, fines and in some extreme cases also imprisonment, depending on your country of residence.

Be smart online

- Before downloading any file for free, check where it comes from, if it is licensed for distribution or if it is in the public domain already.
- Music freely licensed or in the public domain can be found on many portals online (e.g. europeana.eu, creativecommons.org). Just search for “public domain” or “creative commons” music, movies, books, etc. and you will find an interesting offer freely available online.
- Check with your national consumer protection organisations the risks of online copyright infringement in your home country.

Useful links

National consumer associations

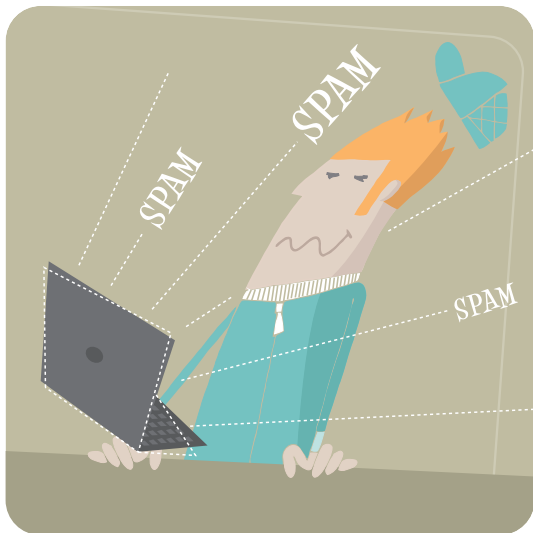
ec.europa.eu/consumers/redress_cons/

Relevant EU law

EU Directive on Copyright in the information society (2001/29/EC)

EU directive on enforcement of intellectual property rights (2004/48/EC)





Spam

Question: *I keep receiving unwanted commercial e-mails from companies, usually when I bought something from them in the past – but also companies whose websites I have just visited. Can I do anything about that?*

Answer: In Europe there is a general prohibition on spam.

When you sign up for an online service (for instance you fill a form to order a good or a service), **you must be asked whether you want to receive commercial information** from the company:

- If you answer **yes**, it means you give your **explicit consent** to allow the company to e-mail you promotional materials for its products or services. This is known as **“opt-in”**. Even if you have given your consent, the seller must make it easy for you to object, at no cost to yourself.
- If you answer **no**, you don't authorise the company to send you any commercial email.

If you receive spam from companies with whom you have no relation, **you can ask to stop receiving marketing e-mails**. In the case described above, you could e-mail the companies from whom you receive unsolicited commercial emails telling them to stop emailing you.

Companies are allowed to use electronic contact details obtained during the sale of a product/service for direct marketing of their own similar products or services. But you should **still be given the choice to**

opt-out easily and for free from all subsequent communication.

Currently there are no common European rules on sanctions against spammers. Nevertheless, EU countries are encouraged to enforce prohibition on spam as has already been done in some countries where considerable fines have been imposed on spammers for illegal activities.

Be smart online

- Use **spam filters**. You can activate them in your e-mail application and your e-mail provider usually also offers anti-spam options. **Contact your e-mail provider for details.**
- Use **several e-mail addresses** – one for communication with friends, colleagues, etc, the others for giving out in public, e.g. in forums, guest books, registrations, etc. If you receive too much spam in the second address, you can delete it and create a new one.

Relevant EU law

EU directive on e-privacy (2002/58/EC)

EU directive on unfair commercial practices (2005/29/EC)

Web links

eYou Guide

ec.europa.eu/eyouguide

Safer Internet Program

ec.europa.eu/saferinternet

Online Consumer Education

www.dolceta.eu

Block bullying online

www.keepcontrol.eu

Your Europe

ec.europa.eu/youreurope

Data Protection Guide

ec.europa.eu/justice_home/fsj/privacy/guide/index_en.htm

European Consumer Centres Network

ec.europa.eu/consumers/redress_cons/index_en.htm

National telecoms regulators

erg.eu.int/links/index_en.htm

SOLVIT

ec.europa.eu/solvit

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