**IT Laws & Ethics**

**Legal case study analysis**

1. Read carefully and find the facts
2. Underline the keywords with legal value.
3. Find the legal issues that arise
4. Legal rules applicable to the facts
5. Answer conclusion

**Case 1**

Seller website: invitation to treat != offer

Offer more specific & detailed than an invitation to treat.

* John makes the offer
* Infotech does not accept; the contract is not concluded because there is no notification

He placed the order by clicking OK => no double click requirement, so no possibility to realize one has made a mistake. Required by EU law.

He has 2 years’ legal guarantee to return faulty items, so he can return the faulty computer without problem. The retailer has the obligation to replace it or to repair it or reduce the price or give a full refund.

UK law: more favorable legislation. Receive faulty item: customer has the right to return it within 30 days and get a full refund.

Sometimes, the offer is limited in terms of times. Here, the offer is opened for 48h; if the consumer decides to accept the offer after the time, the acceptance is not possible.

**Case 2**

Since the seller announced a 15 working days delivery and failed to keep his engagement, Mary and Paul are entitled to terminate the contract. They should get a full refund, no matter what.

The retailer is responsible for the delivery. If the client chooses the mean of transportation (not provided by the seller), he is responsible.

The binding he invokes is illegal because it was given after the contract was made.

They can get their money back.

**Case 3**

She cannot be refunded but her product can be repaired or replaced by the manufacturer.

She has a 2-year guarantee for faulty items. 4 options: The retailer has the obligation to replace it or to repair it or reduce the price or give a full refund.

Faulty item cost paid by the retailer. Usually, when a customer returns a product within the 14 day cooling off period, he pays.

**Case 4**

CD: can be returned if the seal of the CD is not broken

Sandwich maker can be returned

Bunch of roses not

Digical camera: OK

Plane ticket : no unless you pay an assurance

Backpack and coffee table: OK

e-book: OK if not downloaded, NOK otherwise

During the 14 day cooling off period, he does not have to give a reason

**Case 5**

EU: considered spam if there is no prior consent of the customer => opt-in

Can send e-mails if you’ve given your mail in the past and send relevant information. But generally illegal without prior consent.

**Case 6**

The seller must inform the consumer of his cancellation rights.

He was not aware: right to cancel = 1 year from the moment he’s aware of his rights.

**Case 7**

No double click, pre ticked box prohibited: customer is not obliged to pay, must not be overcharged with the amount that he was not aware of

If dispute, two parties not in the same country: law of the country of the customer is applicable.

**Case 8**

There must be an acknowledgment of the receipt

**Case 9**

If the customer makes a counter offer : not an offer nor an acceptance, other offer => end of the offer.S