

Appendix 2: Code of practice regarding statutory information requirements (*Vejledning om lovmæssige oplysningskrav*) (01.06.2008)

The purpose of this code of practice is to inform the content providers of the requirements arising out of the legislation and the sector agreement in the context of the sale of services falling within the scope of the sector agreement. It also serves as a guide indicating how the requirements can be implemented in practice

It is the responsibility of the content provider to adhere always to the applicable legislation, including the Danish Consumer Ombudsman's Guidelines on Children, Young People and Marketing Practices (*Forbrugerombudsmandens vejledning om Børn, Unge og Markedsføring*). Compliance with this code of practice therefore does not in any way release individual content-providers from their responsibilities in the provision of their premium-rate services.

The Danish Consumer Contracts Act (*Forbrugeraftaleloven*) draws a distinction between subscription-type services and one-off services, with the latter being more lightly regulated. Under specified circumstances, one-off services may be sold without a requirement to provide information on a durable medium. In the case of subscription-type services, however, information should in future always be provided on a durable medium.

The code of practice is structured as follows:

- 1) General duty to provide information, including a definition of “durable medium”**
- 2) About the right of withdrawal (cooling-off period)**
- 3) Tables summarising how these requirements can be met**
 - **Table 1: One-off services**
 - **Table 2: Subscription-type services**
- 4) Examples of solutions for typical services**
 - **Table 3**
- 5) Extracts from the most important legislation**

1) General duty to provide information

Before any agreement on the sale of a service is concluded, the content-provider must provide end-users with specific information laid down in article 11 of the Danish Act on Certain Consumer Contracts (*lov om visse forbrugeraftaler*). If an agreement is entered into, the user must also be given this information on a durable medium (see article 12).

In certain cases, however, the requirement to provide end-users with specific information on a durable medium does not apply. This exception applies to agreements for services ordered and supplied using the same means of distance communication, provided that

1. the total service is supplied all at once,
2. the payment for the service is collected by the provider of the means of communication used,

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3. the price of the service does not exceed DKK 75, and
4. the consumer is aware of the price of the service and the right of withdrawal.

These services are referred to as “one-off services” in this code of practice.

Durable medium:

The Danish Consumer Contracts Act defines what is regarded as a durable medium. Letters and e-mails constitute durable media.

After examination of the issue in 2008, the SMS/MMS messages used on newer mobile phones are now also regarded as coming under the definition of a durable medium.

A web site may satisfy the requirements of a durable medium, provided the information posted on it cannot be changed for at least a year. The URL must be notified to the end user personally. This notification can be given via SMS.

2) About the right of withdrawal (cooling-off period)

The rules on the right of withdrawal (cooling-off period) are set out in sections 17- 22 of the Danish Consumer Contracts Act, the most relevant of which are reproduced below.

In the context of distance selling, i.e. situations in which the consumer (the end user) purchases a product or a service without the end user and vendor (the content provider) physically meeting, the end user is entitled to receive information about any right of withdrawal.

In principle, the end-user has a 14-day right of withdrawal. If the end-user chooses to exercise his/her right of withdrawal, the end user is not required to pay for the product or service provided.

In the case of distance selling of services, the right of withdrawal only exists until the start of performance, production or modification, provided that the end user has already given his/her consent to the content-provider starting performance, etc. before expiry of the cooling-off period.

Information about the right of withdrawal “prior to purchase”:

Prior to purchase, the end user is entitled to be informed as to the existence of the right of withdrawal.

If the content provider wishes to obtain the end user’s consent to immediate commencement of performance, and to the absence of any right of withdrawal, the content provider must obtain the end user’s relevant consent. This consent must be obtained directly from the individual end user for each purchase. It may not therefore simply be included as a condition in the prior marketing of the service.

For example, the content provider could fulfil the duty to obtain consent by sending an SMS message with the following content to the end user after receiving the end user's order:

- a) information about the right of withdrawal,
- b) information that on sending the final order, the end user consents to the service being supplied before expiry of the cooling-off period,
- c) and that the right of withdrawal ceases to apply when delivery commences.

The same SMS message must (cf. sector agreement) contain information about the price of the service, such that the content provider meets the requirement, for one-off services, that the end user should be aware of the price of the service and the right of withdrawal.

It is assumed in the tables below that the content provider will adopt this approach.

Information about the right of withdrawal “after purchase” of subscription-type services

If there is no right of withdrawal as a result of the end user's consent, the end user must be informed of this. Possible formulations are contained in the right-hand column of Table 2 below.

Legal consequences of not providing the required information:

If the content provider does not provide the required information, including clear details of the end user's right of withdrawal, the consequence is that the end user's right of withdrawal is extended by up to 3 months.

In other words, the provision of incomplete information may leave the content provider liable to demands for the refund of payments made up to three months previously.

Furthermore, the Danish Consumer Contracts Act makes it a punishable offence not to inform the end user about the right of withdrawal. According to section 29 of the Act, a person is punishable if found guilty of gross or repeated violation of the duty to provide information about the right of withdrawal.

Note also that a failure to fulfil the duty to provide information may make it impossible to document the presence of an agreement with the end user or the content of the agreement.

3) Tables summarising how the information requirements can be met

Note that all the information in the second column of the tables must appear in all marketing of the services. In addition, all the information in the third column of Table 2

must be provided to the end user on a durable medium in the context of the sale of subscription services. The information may be provided either before or after the sale.

If the information requirements are met with the use of durable medium before purchase, information need not be provided afterwards. The listed requirements are minimum requirements.

Table 1 ONE-OFF SERVICES

The information requirements may be satisfied using marketing material, e.g. billboards, Internet, TV, radio, printed newspaper adverts, SMS, MMS, WAP.

Note that only interactive services such as SMS, MMS, WAP, e-mail or Internet may be used in the context of information and consent relating to the right of withdrawal.

Requirements arising out of the sector agreement appear in italics.

The information requirements of the Danish Consumer Contracts Act	Concrete fulfilment of legal requirements and requirements in sector agreement (prior to purchase)
The identity of the business entity, main business and address	The geographical address and <i>telephone number</i> must be included along with the identity and main business
The nature and principal characteristics of the product or service	Usually evident, of course, from the marketing material, requiring no separate description
The total price of the product or service, including fees, costs, including supply costs, VAT and all other charges	The total price payable, plus usage charge, must be shown – e.g.: “DKK 4 + usage charge”
Conditions of payment, supply or other fulfilment of the agreement, plus details of any minimum subscription period	Under article 12a of the Danish Marketing Practices Act (<i>Markedsføringsloven</i>) this requirement ceases to apply, as this is customary in the market.
Whether there is a right of withdrawal under this Act, and request for consent that the right of withdrawal ceases when supply begins.	<p>If the customer is to waive the right of withdrawal (<u>cooling-off period</u>): The customer must first personally consent to the following:</p> <p>“If you reply YES you will pay DKK 25 per ringtone and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act”</p> <p>Or alternatively:</p> <p>“If you reply YES you will pay DKK 25 per ringtone and thus waive your 14-day right of withdrawal (cooling-off period).”</p> <p>If the 14-day right of withdrawal is maintained:</p>

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	<p>The marketing material must make it plain that the customer is entitled to a 14-day right of withdrawal (cooling-off period). With respect to other conditions concerning the exercise of the right of withdrawal, reference can be made to the content-provider's website.</p> <p>With respect to the purchase, the customer is to be notified, possibly by SMS, with a message such as:</p> <p>"You have ordered an image priced at DKK 25. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/cooling-off_period"</p>
Any specific additional costs to the user for using the particular means of communication	Usually unnecessary if the service is a WAP, MMS or SMS service.
How long the information is valid, including how long the product or service will be offered at the price indicated	Usually unnecessary, unless this is a special campaign offer.

Table 2 SUBSCRIPTION-TYPE SERVICES

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The information requirements may be satisfied using marketing material, e.g. billboards, Internet, TV, radio, printed newspaper adverts, SMS, MMS, WAP.

Note that only interactive services such as SMS, MMS, WAP, e-mail or Internet may be used in the context of information and consent relating to the right of withdrawal. "Durable medium" is as described above.

Requirements arising out of the sector agreement appear in italics.

The information requirements of the Danish Consumer Contracts Act	Concrete fulfilment of legal requirements and requirements in sector agreement (prior to purchase)	Concrete fulfilment of information requirement on durable medium (either before or after purchase)
The identity of the business entity, main business and address	The geographical address and <i>telephone number</i> must be included with the identity and main business.	The geographical address and <i>telephone number</i> must be included with the identity and main business. If the address for customer complaints is different from the normal geographical address, this must also be indicated.
The nature and principal characteristics of the product or service	Usually evident from the marketing material, requiring no separate description	Must be indicated briefly – e.g. "ringtone"
The total price of the product or service, including fees, costs, including supply costs, VAT and all other charges	The total price payable, plus usage charge, must be shown – e.g.: "DKK 4 + usage charge"	The total price payable, plus usage charge, must be shown – e.g.: "DKK 4 + usage charge"
Conditions of payment, supply or other fulfilment of the agreement plus details of any minimum subscription period, possibly also any means of terminating the agreement	Under article 12a of the Danish Marketing Practices Act (<i>Markedsføringsloven</i>) this requirement ceases to apply to the billing method, as this is customary in the market. The notice period (of up to 30 days) must be indicated along with details of the termination procedure, e.g. "To give 30 days' notice of cancellation, send 'STOP' to 12xx"	Under article 12a of the Danish Marketing Practices Act (<i>Markedsføringsloven</i>) this requirement ceases to apply to the billing method, as this is customary in the market. The notice period (of up to 30 days) must be indicated along with details of the termination procedure, e.g. "To give 30 days' notice of cancellation, send 'STOP' to 12xx"
Whether there is a right of withdrawal under this Act, and request for consent that the right of withdrawal ceases when	<u>If the customer is to waive the right of withdrawal (cooling-off period):</u>	<u>If the customer is to waive the right of withdrawal (cooling-off period):</u>

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supply begins.	<p>The customer must first personally consent to the following:</p> <p>“If you reply YES you will pay DKK 75 for a ringtone subscription and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act”</p> <p>Or alternatively: “If you answer YES, you will pay DKK 75 for a ringtone subscription and thus waive your 14-day right of withdrawal (cooling-off period)”</p> <p><u>If the 14-day right of withdrawal is maintained:</u> The marketing material must make it plain that the customer is entitled to a 14-day right of withdrawal (cooling-off period). With respect to other conditions concerning the exercise of the right of withdrawal, reference can be made to the content-provider’s website.</p> <p>With respect to the purchase, the customer is to be notified, possibly by SMS, with a message such as:</p> <p>“You have ordered a ringtone subscription priced at DKK 75. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/cooling-off_period”</p>	<p>The customer must be personally informed as follows: “By giving your consent before purchase, you have waived your right of withdrawal, cf. section 4 of the Danish Consumer Contracts Act.”</p> <p><u>If the 14-day right of withdrawal is maintained:</u> The customer must be personally informed as follows: “You have purchased a subscription costing DKK 75 per month + usage charge from TopholdA/S, Bogholderivej 14, DK-2100, +4545454637. You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call. By sending “STOP” to 12xx you have 30 days’ notice of cancellation.</p>
Any specific additional costs to the end user for using the particular means of communication	Usually unnecessary if the service is a WAP or MMS/SMS service.	
How long the information is valid, including how long the product or service will be offered at the price indicated	Usually unnecessary, unless this is a special campaign offer.	

Information requirements with respect to the sector agreement	Prior to purchase	In each individual premium-rate SMS/MMS after purchase:
The following sector requirements apply specifically to subscription services, over and above the requirements listed above.		<i>The price of an individual premium-rate SMS/MMS must be quoted, plus details of how to unsubscribe – e.g. “DKK 4. To cancel: send ‘STOP’ to 1200”</i>

4) Examples of solutions for typical services

Note that all the information in the tables above must be indicated. The tables below contain examples that are expected to meet the statutory requirements. The examples may of course vary.

Table 3 - EXAMPLES

Services	Information prior to purchase	Information before or after purchase on durable medium:
<p>Example 1: One-off services such as ringtones, jokes, news, etc.</p>	<p><u>On any medium:</u> “You are being offered a ringtone for DKK 25 + usage charge by content-provider Indhold A/S, Bogholderivej 14, DK-2100, +4545454637”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> The customer must first personally consent to the following:</p> <p>“If you reply YES you will pay DKK 25 for a ringtone and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act”</p> <p>Or alternatively: “If you reply YES you will pay DKK 25 for a ringtone and thus waive your 14-day right of withdrawal (cooling-off period).”</p>	<p>None (if the price of the service does not exceed DKK 150)</p>

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	<p><u>If the 14-day right of withdrawal is maintained:</u> The marketing material must make it plain that the customer is entitled to a 14-day right of withdrawal (cooling-off period). With respect to other conditions concerning the exercise of the right of withdrawal, reference can be made to the content-provider's website.</p> <p>With respect to the purchase, the customer is to be notified, possibly by SMS, with a message such as:</p> <p>"You have ordered a ringtone priced at DKK 25. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/cooling-off_period"</p>	
<p>Example 2: Donation (maximum DKK 150 per day)</p>	<p><u>On any medium:</u> "Support our Sudan appeal. Send your donation through Dansk Hjælpen: DKK 50 + usage charge. Dansk Hjælpen A/S, Bogholderivej 14, DK-2100, +4545454637"</p>	<p><i>On <u>any medium:</u> "Thank you for your donation of DKK 50 to Dansk Hjælpen."</i></p>
<p>Example 2A: One-off competitions or</p> <p>Votings/polls held during a television programme (non-durable media)</p>	<p><u>On TV:</u> "Vote for tonight's best band by sending B1, B2, B3 or B4 to 1414.</p> <p>Price DKK 4 + usage charge."</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u></p> <p>"By sending the text, you agree that your right of withdrawal ceases to apply under the terms of the Danish Consumer Contracts Act"</p> <p>Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)"</p> <p>Alternative II: "The act of participating waives</p>	

	<p>the right to a 14-day right of withdrawal (cooling-off period)".</p> <p>(Note that the mere inclusion of the words "no right of withdrawal" is insufficient)</p> <p><u>If the 14-day right of withdrawal is maintained:</u></p> <p>"See 14-day right of withdrawal (cooling-off period) and other information on TTV page xxx"</p> <p>A reference to the TTV page containing the address and telephone number can be used for this purpose.</p> <p>If the service provider is an organisation other than the media company (e.g. DR/Den grønne slagter), the content provider's name must also appear on-screen.</p>	
<p>Example 2AA: One-off competitions or voting/polls held during a radio programme (non- durable media) with premium charges not exceeding DKK 5.</p>	<p><u>On the radio:</u> "Vote for tonight's best band by sending B1, B2, B3 or B4 to 1414. Price: DKK 4 + usage charge."</p> <p><u>If the end-user maintains the 14-day right of withdrawal, there is no need to provide information on this right.</u></p> <p><u>If the customer is to waive his or her right to withdraw (cooling-off period):</u> "By sending the text you agree that your right of withdrawal ceases to apply under the terms of the Danish Consumer Contracts Act."</p> <p>Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)"</p> <p>Alternative II: "The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)".</p>	

	<p>(Note that the mere inclusion of the words “no right of withdrawal” is insufficient.)</p> <p>EXAMPLE:</p> <p>If the service provider is an organisation other than the radio station concerned (e.g. DR/Den grønne slagter), the content provider’s name must also be quoted on-air: e.g. “Den Grønne Slagter”.</p>	
<p>Example 2AAA: One-off competitions or polls held during a radio programme (non-durable media) with premium charges exceeding DKK 5.</p>	<p><u>On the radio:</u> “Vote for tonight’s best singer by sending B1, B2, B3 or B4 to 1414. Price DKK 7 + usage charge.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> Speak: “By sending the text, you agree that your right of withdrawal ceases to apply under the terms of the Danish Consumer Contracts Act”</p> <p>Alternative I: “By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)”</p> <p>Alternative II: “The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)”.</p> <p><u>If the 14-day right of withdrawal is maintained:</u> Speak: “You are entitled to a 14-day cooling-off period”.</p> <p>A text message must subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal.</p> <p>EXAMPLE</p> <p>“Thank you for taking part in <i>Den</i></p>	

	<p><i>fede lyd</i>. You can exercise your 14-day right of withdrawal from the purchase by writing to Den Grønne Slagter Aps, Bogholderivej 14, DK-2100, +4545454637”</p> <p>If the service provider is an organisation other than the media channel concerned (e.g. DR/Den grønne slagter), the content provider’s name must also be quoted on-air: “Den Grønne Slagter”.</p>	
<p>Example 2B: Competitions or polls held during a TV programme (non-durable media), in which more than one SMS must be sent in order to participate.</p>	<p><u>On TV:</u> “You can take part in a competition for a total of DKK 18 for 3 messages + usage charge.”</p> <p><u>If the right of withdrawal (cooling-off period) is waived:</u></p> <p>“By sending the text, you agree that your right of withdrawal ceases to apply under the terms of the Danish Consumer Contracts Act.”</p> <p>Alternative I: “By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)”</p> <p>Alternative II: “The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)”.</p> <p>(Note that the mere inclusion of the words “no right of withdrawal” is insufficient)</p> <p><u>If the 14-day right of withdrawal is maintained:</u></p> <p>“You can take part in a competition for a total of DKK 18 for 3 messages + usage charge. See details of 14-day right of withdrawal (cooling-off period) at TTV xxx”</p> <p>If the service provider is an organisation other than the media channel concerned (e.g.</p>	<p><u>By e-mail, letter, SMS/MMS or online (see above):</u> <u>Notification should be as follows:</u> “Take part in this competition for DKK 18 + usage charges, Indhold A/S, Bogholderivej 14, DK-2100, +4545454637.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u></p> <p>“By giving your consent before purchase, you have waived your right of withdrawal under the terms of the Danish Consumer Contracts Act.”</p> <p><u>If the 14-day right of withdrawal is maintained, the customer is to be personally notified as follows:</u></p> <p>“You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call.”</p>

	<p>DR/Den grønne slagter), the content provider's name must also be shown on-screen: "Den grønne slagter".</p> <p>TTV is to indicate: Den Grønne Slagter, Bogholderivej 14, DK-2100, +4545454637.</p> <p>TTV is to appear on the same channel as the broadcast.</p>	
<p>Example 3: News and subscription-type services involving a total monthly payment not exceeding DKK 200, based on charging for received SMS/MMS messages.</p>	<p><u>On any medium:</u> "You are being offered a news services for DKK 150 a month, charged at DKK 5 per received SMS message + applicable usage charges, by content provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. By sending "STOP" to 12xx you have 30 days' notice of cancellation."</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> "If you reply YES you will pay DKK 150 a month for a news subscription and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act"</p> <p>Or alternatively: "If you answer YES, you will pay DKK 150 a month for a news subscription and thus waive your 14-day right of withdrawal (cooling-off period)."</p> <p><u>If the 14-day right of withdrawal is maintained:</u> The end user is to be notified by any medium: "You are entitled to a 14-day right of withdrawal (cooling-off period)"</p> <p>A text message will subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal."</p>	<p><u>The following is indicated by e-mail, letter or durable website (see above):</u> "Purchased news service: DKK 5 / SMS max payment DKK 150 per month + usage charges, Tophold A/S, Bogholderivej 14, DK- 2100, +4545454637. By sending "STOP" to 12xx you have 30 days' notice of cancellation."</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> "By giving your consent before purchase, you waive your right of withdrawal under the terms of the Danish Consumer Contracts Act."</p> <p><u>If the 14-day right of withdrawal is maintained, the customer is to be personally notified as follows:</u> "You have purchased a news subscription costing DKK 150 per month + usage charges from Tophold A/S, Bogholderivej 14, DK2100, +4545454637. You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call. By sending "STOP" to 12xx you have 30 days' notice of cancellation."</p>

	<p>EXAMPLE</p> <p>“Thank you for buying your subscription to this news service. You can exercise your 14-day right of withdrawal from the purchase by writing to Indhold A/S, Bogholderivej 14, DK-2100, +4545454637.”</p>	<p><i>In each premium-rate SMS: “DKK 5. To cancel, send: “STOP” to 12xx”</i></p>
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Services	Information prior to purchase	Information before or after purchase on durable medium:
<p>Example 4: News and subscription-type services with one-off payment not exceeding DKK 200.</p>	<p><u>On any medium:</u> “You are being offered a news services for a total of DKK 150 for XY number of messages + usage charges, from SMS provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. By sending “STOP” to 12xx you have 30 days’ notice of cancellation.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> The customer must first personally consent to the following:</p> <p>“If you answer YES, you will pay a total of DKK 150 for XY number of news-service messages and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act.”</p> <p>Or alternatively: “If you answer YES, you will pay a total of DKK 150 for a news service consisting of XY number of messages, and thus waive your 14-day right of withdrawal (cooling-off period)”</p> <p><u>If the 14-day right of withdrawal</u></p>	<p><u>By e-mail, letter, SMS/MMS or online (see above):</u> “Purchased news service: Total DKK 150 + usage charges, Indhold A/S, Bogholderivej 14, DK-2100, +4545454637. By sending “STOP” to 12xx you have 30 days’ notice of cancellation.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> “By giving your consent before purchase, you have waived your right of withdrawal under the terms of the Danish Consumer Contracts Act.”</p> <p><u>If the 14-day right of withdrawal is maintained, the customer is to be personally notified as follows:</u> “You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call.”</p>

	<p><u>is maintained:</u> The marketing material must make it plain that the customer is entitled to a 14-day right of withdrawal (cooling-off period). With respect to other conditions concerning the exercise of the right of withdrawal, reference can be made to the content-provider's website.</p> <p>With respect to the purchase, the customer is to be notified, possibly by SMS, with a message such as:</p> <p>"You have ordered a news service costing a total of DKK 150 for XY number of messages. You are entitled to a 14-day right of withdrawal. Further details at www.xyzw.dk/cooling-off_period"</p>	
<p>Example 5: Chat services (subscription-type), with payment per sent SMS/MMS and any startup fee that might be payable. Total maximum payment: DKK 200 per month</p>	<p><u>On any medium:</u> "You are being offered a chat service for a maximum of DKK 200 per month, with a DKK 20 startup fee and DKK 4 per sent SMS + usage charges, by SMS-provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637.</p> <p>By sending "STOP" to 12xx you have 30 days' notice of cancellation."</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> The customer must first personally consent to the following:</p> <p>"If you reply YES you will pay DKK 200 per month for a chat subscription and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act"</p> <p>Or alternatively:</p>	

	<p>“If you answer YES, you will pay DKK 200 per month for a chat-service subscription and thus waive your 14-day right of withdrawal (cooling-off period).”</p> <p><u>If the 14-day right of withdrawal is maintained:</u> The user is to be notified by any medium: “You are entitled to a 14-day right of withdrawal (cooling-off period)”</p> <p>A text message must subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal.</p>	
		<p><u>By e-mail, letter, SMS/MMS or online (see above):</u> <u>Notification should be as follows:</u> “Take part in this competition for DKK 18 + usage charges, Indhold A/S, Bogholderivej 14, DK-2100, +4545454637.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u> “By giving your consent before purchase, you have waived your right of withdrawal under the terms of the Danish Consumer Contracts Act.”</p> <p><u>If the 14-day right of withdrawal is maintained, the customer is to be personally notified as follows:</u> “You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call.”</p>

Services	Information prior to purchase	Information before or after purchase on durable medium:
<p>Example 6: Competition (subscription-type) with payment per sent SMS/MMS. Total payment not exceeding DKK 75, and no more than DKK 12 per day.</p>	<p><u>On any medium:</u> “You are being offered a competition service for DKK 3 per sent SMS message + usage charges by SMS-provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. To participate in the competition, you need to spend a maximum of DKK 60 + usage charges.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u></p> <p>The customer must first personally consent to the following:</p> <p>“By replying YES you agree to pay DKK 60 + usage charge to compete and agree to start receiving the service now. You hereby waive your right of withdrawal as defined in the Danish Consumer Contracts Act”</p> <p>Or alternatively: “If you answer YES, you will pay DKK 60 for a competition-service subscription and agree to start receiving the service now and thus waive your 14day right of withdrawal (cooling-off period)”</p> <p><u>If the 14-day right of withdrawal is maintained:</u></p> <p>The user is to be notified by any medium: “You are entitled to a 14-day right of withdrawal (cooling-off period)”</p> <p>An SMS must subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal.</p> <p>EXAMPLE</p> <p>“Thank you for buying this competition subscription service.</p>	<p><u>By e-mail, letter, SMS or online (see above):</u> “Purchased competition service: up to a maximum of DKK 60 + usage charges from SMS-provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637.”</p> <p><u>If the customer is to waive the right of withdrawal (cooling-off period):</u></p> <p>“By giving your consent before purchase, you have waived your right of withdrawal under the terms of the Danish Consumer Contracts Act.”</p> <p><u>If the 14-day right of withdrawal is maintained, the customer is to be personally notified as follows:</u></p> <p>“You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call.”</p>

	You can exercise your 14-day right of withdrawal from the purchase by writing to Tophold A/S, Bogholderivej 14, DK2100, +4545454637.”	
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5) Extracts from the most important legislation

APPENDIX 1

Extracts from Danish Act no. 451 of June 9th 2004 on certain consumer contracts (lov om visse forbrugeraftaler)

Part 3

Duty to provide information

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Distance contracts relating to products and non-financial services, **article 11**. Before any distance contract relating to a product or non-financial service is entered into, the company shall provide the consumer with information on

1. the identity and the main business and the geographical address of the company, and in the case of a foreign company with a representative in this country, or if the supplier is otherwise represented by a third party, the relevant details of the company's representative, including its geographical address,
2. the nature and principal characteristics of the product or service,
3. the total price of the product or service, including fees and charges, including any delivery costs, VAT and all other charges, including charges and costs not paid by the company or charged by them or, when an exact price cannot be indicated, the basis for the calculation of the price,
4. conditions of payment, supply or other fulfilment of the agreement, any minimum subscription period, possibly also the means for the parties to terminate the agreement early or unilaterally, including an indication of related conditions,
5. whether there is a right of withdrawal under the terms of this law,
6. any specific additional cost for the consumer of using the particular means of communication, if such additional cost is charged, and
7. how long the information is valid, including how long the product or service will be offered at the price indicated.

Section 2. In addition, if voice telephony forms part of the means of distance communication, the consumer shall, at the start of each call from the company, be informed of the company's identity and the identity of the person in contact with the consumer and his link with the company, and also the commercial purpose of the enquiry.

Section 3. The information specified in section 1 shall be provided in a reasonable time before any agreement is entered into, and the information must be clear, unambiguous and comprehensible. It shall be made clear that the information is being provided with a view to entering into an agreement. The information shall be provided in a way that is compatible with the communication technology used and that takes particular account of under-age persons.

§ 12. If a distance contract is entered into in relation to a product or non-financial service, the information set out in article 11, section 1, subsections 1 to 5 shall be notified to the consumer on paper or on another

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durable medium to which the consumer has access, unless the consumer has already received the information using this method.

Section 2. In addition, the company shall provide the following information using the method set out in section 1:

1. the conditions of use of the existing guarantee commitment and the repair and maintenance service, and
2. any right of withdrawal under this law and the start date and duration of the cooling-off period; the conditions and procedure for exercising the right of withdrawal (cooling-off period), including the address to which the notification of withdrawal is to be sent; along with the information specified in article 18, section 4, subsection 1 and article 20, section 3.

Section 3. The information specified in sections 1 and 2 shall be provided as soon as possible after the contract is entered into. In the case of purchase of products to be transferred to the consumer, the information shall be provided no later than at the moment of such transfer.

Section 4. Sections 1 and 2 shall not apply in the case of contracts for a service ordered and provided using the same means of distance communication, provided that

1. the total service is supplied all at once,
2. the payment for the service is collected by the provider of the means of communication used,
3. the price of the service does not exceed DKK 75, and
4. the user is aware of the price of the service and the right of withdrawal.

Section 5. In the circumstances set out in section 4, however, the consumer shall be provided on request with details of a geographical address to which he or she may apply in the event of any complaint.

Part 4

Right of withdrawal (cooling-off period)

Scope of the right of withdrawal

§ 17. The consumer may withdraw from the contract in accordance with the provisions of this part (right of withdrawal) in the case of contracts relating to distance selling and in the case of contracts entered into not in a permanent place of business as defined in article 2, section 2, subsection 2.

Section 2. The provisions of this part do not apply to

1. the circumstances set out in article 9, section 2,
2. financial services covered by the Danish Act on Mortgage-Credit Loans and Mortgage-Credit Bonds (*lov om realkreditlån og realkreditobligationer*) and related legislation,
3. contracts relating to securities or financial services, where the price of the security or service depends on fluctuations in the financial market outside the supplier's control, which may occur during the withdrawal period, and
4. games and lotteries.

Section 3. This section shall however apply to contracts specified in section 2, subsections 3 and 4, if the contract has been entered into at a non-permanent place of business as defined in article 2, section 2, subsection 2, paragraphs a and b.

The right of withdrawal (cooling-off period) and its calculation

§ 18. If a consumer wishes to exercise the right to withdraw, he or she shall, within a period of 14 days, make use of the procedure set out in article 19, sections 1 and 2. This period shall however be extended to 30 calendar days in contracts relating to personal pension transactions.

Section 2. The period shall be calculated from the later of the following dates:

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1. the day on which the contract is entered into if the contract relates to a service or a product to be produced or adapted to meet the specific requirements of the consumer, and otherwise on the day on which the purchased item or the first delivery is received by the consumer, or
2. the day on which the consumer receives the information that the company is required to provide on paper or other durable medium as specified in part 3.

Section 3. In the case of distance-selling of products, the period shall expire no later than three months following the date on which the consumer receives the product, the first part thereof or the first delivery. In the case of distance-selling of non-financial services, the period shall expire no later than three months following conclusion of the contract.

Section 4. Where the contract relates to the distance selling of a non-financial service or a product to be produced or adapted to meet the specific requirements of the consumer, the right of withdrawal shall only apply until the start of performance, production or modification, provided that the end user has already given his/her consent to the content-provider starting performance, etc. before expiry of the cooling-off period. This limitation on the right to withdraw shall however not apply if the contract in question relates to repeated deliveries and has been entered into during or in connection with an approach by telephone by the company to the consumer without the latter's prior request.

Section 5. Where the contract relates to the distance selling of a financial service, the right of withdrawal shall only apply until the contract has been fully completed by both parties following the express consent of the consumer.

Section 6. Where the consumer is entitled to a the right of withdrawal (cooling-off period) under the terms of article 2, section 2, subsection 2, paragraph a, and the contract relates to a financial service or a product to be produced or adapted to meet the specific requirements of the consumer, the contract may provide that the company's products or services shall start to be delivered on a specified date within 14 days of conclusion of the contract, and that any right of withdrawal has to be exercised before this date. This shall however only apply if the consumer, at the time when he or she requested a visit from the company, knew or ought to have known that the relevant service or product is one of the company's business activities. Where the consumer wishes to exercise the right to withdraw the relevant notification shall be received by the company within the period set out in point 1.

Section 7. If the last day for exercising the right to withdraw falls on a public holiday, a Saturday, Danish Constitution Day, December 24th or December 31st, the period shall expire on the following working day.

Procedure for exercising the right to withdraw (cooling-off period)

§ 19. The consumer shall, before expiry of the cooling-off period specified in article 18, notify the company that he or she wishes to exercise the right to withdraw (but see also section 2). It shall be sufficient in order to observe the deadline if the notification, whether on paper or on another durable medium available and accessible to the recipient, is dispatched before the deadline expires.

Section 2. In the case of distance selling of products, which the company has not undertaken to collect from the consumer, if the consumer exercises his or her right of withdrawal, the consumer shall return or deliver the received items to the company by the end of the cooling-off period. It shall be sufficient for the consumer to hand the received items over to a carrier which has undertaken to deliver it to the company. The costs of returning the item to the company are to be borne by the consumer. However, if the company has supplied a replacement item under the contract because the item could not be supplied in full, the costs of returning the product shall be borne by the company.

Section 3. The consumer may also exercise his or her right to withdraw by refusing to receive or collect a delivery from the company.

Conditions governing the exercise of the right to withdraw in relation to contracts for the purchase of goods

§ 20. The right to withdraw shall be conditional upon the received items being delivered to the company at its place of business in essentially the same condition and quantity as the time at which the consumer received them. In the case of distance selling of goods that the company has undertaken to collect from the consumer if the consumer exercises his or her right to withdraw, and in the case of purchase of goods at a non-permanent place of business, the right to withdraw shall be conditional upon the consumer making the received items available to the company in essentially the same condition and quantity as the time at which the consumer received them.

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Section 2. If the goods have been damaged or reduced in number, the consumer still retains the right of withdrawal, unless such damage or reduction is caused by negligence or lack of care on the part of the consumer.

Section 3. Provided the consumer's attention has been expressly drawn to the fact, the right to withdraw shall not apply to

1. goods that have been used, where it is obvious that such use will reduce the sale value of the item(s) concerned, and
2. sealed sound/video recordings or computer programs, where the consumer has broken the seal. Legal effects of exercising the right of withdrawal

§ 21. On withdrawal from a contract covered by article 2, section 2, subsection 2, or from a distance contract relating to a product or non-financial service, the company may not assert claims against the consumer with respect to the contract.

Section 2. If the consumer has paid for the product or service in full or in part, the company shall repay the payments received when the consumer withdraws from the contract.

Section 3. In the case of distance selling of products, which the company has not undertaken to collect from the consumer, if the consumer exercises his or her right to withdraw, such repayment shall take place as soon as possible and no later than 30 days after the company has received the product and had the opportunity to inspect it.

Section 4. In other cases, repayment shall be made as soon as possible, and no later than 30 days after the consumer's notification of withdrawal is received by the company. If the contract relates to a product and the vendor does not collect the product within three months of receiving notification of withdrawal from the consumer, the product shall become the property of the consumer free of charge. The consumer may retain the received items until the payment or the paid portion has been repaid.

§ 22. On withdrawal from a distance contract relating to a financial service, the consumer may be required to pay for that portion of the service that has already been provided under the distance contract, provided

1. performance of the contract has started before the end of the cooling-off period at the express request of the consumer, and
2. the company demonstrates that the consumer has been informed of the right of withdrawal and of the sum to be paid under the terms of article 13, section 1, subsection 5.

Section 2. Any sum that the consumer might be required to pay under the terms of section 1 shall be in reasonable proportion to the extent of the service already supplied in comparison to the full performance of the distance contract.

Section 3. If the consumer has paid for the service in full or in part, the company shall repay the received sum when the consumer withdraws from the contract, after deducting any sum provided under the terms of section 1. Repayment shall be made as soon as possible, and no later than 30 days after the consumer's notification of withdrawal is received by the company.

Section 4. The consumer shall, as soon as possible and not later than 30 days after sending notification of withdrawal, return any sums or goods that the consumer has received from the company.

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