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THE LEGAL AND ECONOMIC ASPECTS OF COMMERCIAL INFORMATION BASED ON THE ACT ON RENDERING ELECTRONIC SERVICES OF 18 JULY 2002[1]

Summary: The article presents the origin of the Act on Rendering Electronic Services of 18 July 2002. The draft of the Act as well as the problems of the electronics trade and its regulation are discussed. The legal aspects of commercial information with reference to certain economic elements are presented in detail.

Keywords: rendering electronic services, commercial information, legal and economic aspects of commercial information, advertising, promotion.

The Act on Rendering Electronic Services of 18 July 2002 (hereinafter referred to as ARES) is one of the most important Polish regulatory acts concerning the electronics trade of the early 21st century. Apart from this Act, the following acts were also passed: the Act on Electronic Payment Instruments[2], the Electronic Signatures Act[3], and the Database Protection Act[4].

Pursuant to Article 68 of the Europe Agreement of Association, Poland[5] had undertaken to gradually approximate the country's existing and future legislation to that of the Community. The approximation of laws was extended to the following areas, in particular: consumer protection, rules on competition, technical rules and standards, and others[6]. Standardization in these legal fields resulted in the preparation of a report concerning the technical requirements indispensable for the establishment

[1] Journal of Laws of 2002, No. 144, Item 1204.
[2] Journal of Laws of 2002, No. 169, Item 1385.
[3] Journal of Laws of 2001, No. 130, Item 1450.
[4] Journal of Laws of 2001, No. 128, Item 1402.
[5] The Europe Agreement of Association concluded between Poland and the European Communities and their Member States on 16 December 1991, Journal of Laws of 1994, No. 11, Item 38. as amended.
[6] The approximation of laws was extended to the following areas in particular: customs law, company law, banking law, company accounts and taxes, intellectual property, protection of workers at the workplace, financial services, rules on competition, protection of health and life of humans, animals and plants, consumer protection, intermediacy, indirect taxation, technical rules and standards, transport and the environment. (cf Art. 69 of the Europe Agreement).

of the so-called "information society" in Poland[7]. Passing the Consumer Protection Act and the Hazardous Product Liability Act[8] was the first consequence of legislative work concerning the information society [Rączka 2007, p. 37]. Subsequently, the Electronic Signatures Act, the Database Protection Act, the Act on Rendering Electronic Services and the Act on Electronic Payment Instruments were passed.

The origin of the ARES was the introduction of Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce on the Internal Market (hereinafter referred to as Directive 2000/31/EC) to the European Union's legal system [*Official Journal*… 2000, p. 399], and Directive 98/48/EC amending Directive 98/34/EC laying down a procedure for the provision of information in the field of technical standards and regulations, as it is stated in the justification to the project[9] in order to support services concerning the information society.

The government draft of the ARES contains many views concerning the new legal regulation, and, in particular, the positive effect of the considered legal standards on numerous aspects of social and economic life. Some of the positive effects of the new Act contributing to the increase of economic competitiveness and the development of its telecommunication infrastructure in the electronic economy age are, for instance, the improvement of public administration activity through costs decrease, or the development of new employment forms due to employment elasticity[10]. The legislator's intention was to eliminate the legal loopholes in the Polish legal system concerning electronic services rendering, to harmonize the Community legal regulations, especially in the aforementioned Directives, and to take into account the latest proposals for EU legal regulations concerning privacy protection[11], as well as normative solutions concerning personal data protection in telecommunication networks, already in force in Germany[12]. The German regulation concerning information and telecommunication services played an important role in the construction of the ARES regulations[13].

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[7] The report of February 1995 entitled *The Strategy on the Development of Information Technology* in Poland, published after the First Congress of Polish Information Technology held from 1 to 3 December 1994 in Poznań and presented during the forum on information society organized by the European Union with the participation of Central and Eastern European states in February 1995.

[8] Journal of Laws of 2000, No. 22, Item 271.

[9] The draft of the Act on Rendering Electronic Services, submitted on 17 April 2002, parliamentary printed matter no. 409.

[10] Digital economy is an economy that uses information technology and electronic data flow in market economy processes in order to conduct economic transactions (hence the term "e-economy") [see E-economy 2005].

[11] See proposal for a directive concerning the processing of personal data and the protection of privacy in the electronic communications sector (COM(2000)385 final).

[12] In particular, it concerns the standards included in Article 2 of the German Federal Law to Regulate the Conditions for Information and Communications Services (IuKDG) of 1 August 1997, (the Official Journal of 1997, No. 52, Item 1870), which were incorporated in a separate legal act called TDDSG constituting part of the frame Information and Communications Services Act (Information – und Kommunikationsdienste-Gesetz, IuKDG).

[13] More information [Fajgielski 2003, p. 164].

It should be stressed that the Polish legislator decided not to include all of the "electronic commerce" issues in one legal act. An example of this is the ARES. During the work on the the ARES project a decision was made to harmonize the regulations concerning consumer rights protection and personal data protection with regard to a specific matter, i.e. the Internet. The statement is also confirmed by the fact that the legislator dealt with consumer rights protection and personal data protection in telecommunication networks introducing changes of legal standards in the Telecommunications Law[14] or the Act on the Protection of Certain Electronic Services based on or consisting of conditional access, to guarantee a clear and legally regulated electronic trade both for service recipients and service providers. The legislator excluded from the scope of the ARES the civil law issues of electronic commerce, which were entirely included in the amendments to the Civil Code Act of 23 April 1964 concerning the procedure of concluding electronic contracts[15], i.e. the time and place of submitting an electronic statement of intent, and the obligation to provide specific pre-contract information and to confirm electronic offers.

In the literature on this subject, there are two opposite opinions concerning the implementation of the European directives in the ARES. One of them states that [see Konarski 2004, p. 13; Kasprzyski 2005, p. 17; Polański 2008, p. 28] together with the Act on Rendering Electronic Services, the regulations of Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector were also implemented[16]. Kowalik-Bańczyk [2009, p. 12] has a different opinion, as she claims that the regulation concerning personal data protection coincides with the directive on privacy and electronic communication.

The Act provided a platform of notions for many other acts because, according to Polański [2008, p. 28], the following definitions were formed in it: the telecommunications system (Art. 2, Clause 3 of the ARES), rendering electronic services (Art. 2, Clause 4 of the ARES), electronic communication means (Art. 2, Clause 5 of the ARES).

Article 1 of the ARES presents the subject matter of the Act which was not defined with sufficient precision. According to Konarski [2004, p. 45], the subject matter does not include the entire description of the Act's application because some of the standards were mentioned in the other regulations of the Act. In particular, this refers, among others, to the regulations concerning other important legal institutions, such as in Article 9 on the contents requirements concerning commercial information distribution, or in Article 10 on the prohibition of sending unsolicited commercial information.

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[14] The Telecommunications Law of 16 July 2004 – Journal of Laws, No. 171, Item 1800, as amended.

[15] The Act Amending the Civil Code Act and certain other acts of 14 February 2003, Journal of Laws, No. 49, Item 408.

[16] The so-called "directive on the protection of privacy in the electronic communications sector", The Official Journal of EC L201/37 of 31 July 2002, Polish special edition, Chapter 13, Vol. 29, p. 514.

The subject matter of the ARES refers mainly to the service provider and concerns its obligations connected with the rendering of electronic services and the exclusion of liability for rendering such services, as well as the principles of personal data protection of natural persons using electronic services. Since the regulations of Directive 2000/31/EC, referring directly to the conclusion of contracts in electronic commerce were not entirely incorporated by the Polish legislator into the Act on Rendering Electronic Services[17], Konarski's view concerning the extension of Article 1 by adding a statement that the aforementioned Act also specifies "the requirements concerning the contents and principles of commercial information distribution" [Konarski 2004, p. 45] should be rejected. The Act aimed at the regulation of some issues connected with the rendering of electronic services only, which is why the legislator provided for the relevant minimum security level in making electronic contacts and concluding electronic contracts in relation to the legislative technique consisting in the partial passing of legal acts concerning the discussed issues.

Article 2 presents legal definitions of selected terms applied in the ARES. Legal definitions in a legal act or any other normative act are definitions of the terms used in particular in a legal act. They are formulated in the case of ambiguous or vague definitions, and also when there is a need to make a particular term uniform[18]. A legal definition formulated in a particular ARES specifies the meaning of the terms, and frequently influences the texts of the remaining legal acts regulating the legal standards in a particular field. There are some rules concerning the determination of the meaning of a definition included in the ARES with reference to other legal acts in a particular field. When there is clearly no reference in the ARES to definitions included, for instance, in another act connected with the rendering of electronic services[19], the definitions included in the ARES should be considered as binding. The definition of a particular specialist term in an act other than the ARES, extending or reconstructing it, or making its meaning uniform, gives that definition from a legal act (even if its author is of lower rank) priority over a definition included in detailed regulations[20].

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[17] The scope of Directive 2000/31/EC is much wider as it refers to the establishment of principles of information services rendering, electronic contracts, openness of commercial information, introduction of extensive protection mechanisms of the interests of people using electronic services, and the liability of intermediaries in information services rendering.

[18] See §146 of the legislative technique rules.

[19] See e.g. a clear reference in Article 3 of the Act on the Implementation of IT solutions in public sector entities of 17 February and a commentary to Article 3 in Clause 9 of this Act [Martysz et al. 2007]. In the Act on the Implementation of IT Solutions in Public Sector Entities, references to the ARES were adopted concerning such terms as "telecommunications system", or "electronic communication means".

[20] See Art. 3, Clause 2 of the Act on the Implementation of IT Solutions in Public Sector Entities, according to which the application of the ARES regulations will take place after the interpretation of the system definition of the electronic document included in the Act on the Implementation of IT Solutions in Public Sector Entities.

An attempt to systematize and adjust the definitions of the terms used in the Act is made in Article 2 of the ARES and its definitions of terms. Commercial information can be an example here. What is information? Information is notification, communication, a message; in social engineering – the transmission of a particular content by the sender to the receiver via a channel (a means of transmitting information). On account of its character, it may be truthful or incompatible with reality. It is used to produce desirable changes in social attitudes and behaviour. Information may be used by humans, living organisms or automatic mechanisms (machines) [Smolski et al. 1999]. The term "information" exists in many various fields. In information theory, information is the probability of the occurrence of an event [Informacja 2010]. Due to information, the scale of ignorance decreases, which allows for more effective activity. Giving information means notifying someone about something, communicating something, and transmitting a message, hint or instruction.

Article 2, Clause 2 of the ARES defines commercial information as any "information intended to promote, directly or indirectly, the goods, services or image of a company, organisation or person pursuing a commercial, industrial or craft activity or exercising a regulated profession whose right to exercise the profession depends on the fulfilment of requirements specified in separate acts, excluding information allowing for communication with a particular person via electronic communication means, and information on goods and services which does not help the achievement of a commercial effect desired by the entity who orders its distribution, in particular without any remuneration or any other profits from producers, sellers and service providers".

The first interpretation of the regulation makes us think that commercial information is simply an advertisement which is defined as any information intended to "promote, directly or indirectly, the goods, services or image of a company, organisation or person pursuing a commercial, industrial or craft activity or exercising a regulated profession whose right to exercise the profession depends on the fulfilment of requirements specified in separate acts (…)". The quoted fragment of the regulation includes also a clear description of what such commercial information should contain and what it should be like, what its purpose is. In Article 2, Clause 2 of the ARES we can find a description of the entity ordering its publication and a quite clear description of the form it may have, as well as an indication of the circumstances influencing the determination of the scope of liability of the parties using it.

The final part of the regulation includes exclusions which are not regarded as distribution of commercial information: "excluding information allowing communication with a particular person via electronic communication means, and information on goods and services which does not help in the achievement of a commercial effect desired by the entity which orders its distribution, in particular without any remuneration or any other profits from producers, sellers and service providers".

In Article 2, Clause 2 of the ARES, the Polish legislator clearly distinguished between two general groups of exclusions of commercial information in the final part. In the first group, there is information allowing communication with a particular person via electronic communication means, which is in particular, pursuant to Article 2 letter f of Directive 2000/31/EC, a domain name or an electronic mail address. Applying an extensive interpretation concerning electronic communication means, we might also include Internet communicators, allowing distance communication between people. Moreover, despite doubts concerning the literal wording of Article 2, Clause 5 of the ARES, and doubts concerning the recognition of a WWW page as a form of distance communication, e.g. through the transmission of commercial information on a web page, or the very transmission of the web page address, it should be assumed that the aforementioned potential situations are included only in Article 2, Clause 2 of the ARES.

The other group of exclusions comprises information concerning goods and services which do not help the achievement of a commercial effect desired by an entity which orders its distribution, in particular without any remuneration or any other profits from producers, sellers and service providers. This information comprises, for instance, all kinds of evaluations, tests, opinions on products and services provided by third parties, and ordered by service providers or producers [Frań 2002]. Providing a hypertext link to a WWW page which does not contain any commercial information as well as placing references to other pages without any clear financial profits will not be treated as commercial information. Also price comparing which does not bring any profit to the person who compares prices should not be regarded as commercial information. Świerczyński adds also that neutral information will not be regarded as commercial information, pursuant to Article 2, Clause 2 of the ARES, because this term is limited to commercial advertising only. Similarly, statements referring to particular ideas and promoting them or referring to a particular religious congregation, which can frequently be found in social and political advertisements, may also be excluded from the regulation [Świerczyński 2009, p. 37].

It should be noted that in Article 2, Letter F of Directive 2000/31/EC, two particular categories of information are mentioned which do not constitute commercial information by nature. It should be added that the regulation is of an interpretative character and it cannot always be used in order to exclude this type of information from commercial information. It may be assumed that it was included in the Directive in order to underline clearly that some information is permanently written in the form of electronic communication and its specific use cannot imply that it is commercial information.

Article 2, Clause 2 of the ARES and Article 9 of the ARES clearly specify the contents of commercial information. The Act specifies an entity ordering the publication of commercial information, clearly describes the form of advertising

activity, and indicates all circumstances that may have any impact on the determination of the parties' scope of liability. A question arises, then, why the regulation of Article 9 of the ARES was formulated. The regulation is not only a clarification of Article 2, Clause 2 of the ARES, but it also enriches the implementation of Article 6 of Directive 2000/31/EC. The first thesis can be accepted because – as has already been mentioned before – Article 9 of the ARES clearly specifies what commercial information is, what it contains and which regulations are not violated by it. Such a construction of the regulation allows for the differentiation between commercial information and other types of information. The second thesis is based on an assumption that the objective of the implemented Article 9 of the ARES was the presentation of information requirements in the form of conditions which should be included in information provided for by the community law of the member states. Moreover, according to Konarski [2004, p. 51], information does not become commercial information only because it contains information included in Article 9 of the ARES, but because it helps the promotion of the advertiser, its goods or services.

Goods, services or image promotions are market practices which undoubtedly should be understood widely. The term "promotion" derives from the Latin word *promoveo* – "to move forward". In marketing, promotion is one of a company's instruments of influencing the market. Promotion is a method of communication which should contribute to the increase of demand for a company's products or services. It is also a process in which influence is exerted gradually on a potential customer (purchaser). Promotion is used to transmit information concerning a product's characteristics or the company's activity to the market, and to shape customers' (purchasers') needs. The classic elements of the promotion mix include the following: advertising, direct marketing, sales promotion, PR (public relations), and personal selling. Without presenting the details of marketing theory, it should suffice to state here that advertising is a mass, non-gratuitous form of presenting a sales offer, while direct marketing is an interaction system by means of which businesses communicate straight to a potential consumer at any place trying to get a consumer's reaction (answer – transaction). Sales promotion, as its name indicates, stimulates sales and is a direct encouragement to purchase something. PR (public relations) develops and maintains social confidence and a positive image of the products, services and the company itself. Personal selling aims at persuading a potential purchaser to try out a product, and maintaining purchasers or persuading them to buy even more products or services than before [Waglowski 2003, p. 26].

Thus, commercial information is any information intended to promote, directly or indirectly, goods and services, with the exception of exclusions provided for by the Act. It is not important who can potentially promote such goods and services in the future. It may be a producer, seller, service provider, but also an entity (a natural person) not related to the previously mentioned categories of entities, in particular, a person who distributes information pursuant to an order (or without an order)

connected with the achievement of a desirable (or undesirable) commercial effect by an entity which orders the distribution, or connected with the achievement of a commercial effect by another entity. To consider information to be commercial information, it is not important whether such promotion will ever take place in the future. It is sufficient for the information to be intended for such promotion [Waglowski 2003, p. 26].

With reference to the discussed regulation of Article 2, Clause 2 of the ARES, it is an incomplete implementation of Article 6 of Directive 2000/31/EC because it does not take into consideration the regulations concerning promotional contests or games mentioned before, which were included in Article 9 of the ARES in the added Clause 3, Paragraph 2. These are not the only deficiencies in the implementation of the Polish legislator concerning commercial information, as the legislator has completely omitted the regulations concerning the professions specified in Article 8 of Directive 2000/31/EC permitting the advertising of members of a regulated profession, subject to compliance with the professional rules regarding, in particular, the independence, dignity and honour of the profession, professional secrecy and fairness towards clients and other members of the profession. The absence of a regulation concerning the possibility of advertising via electronic communication means in the discussed Act is a violation of Community law.

In the literature there are quite significant divisions of advertising. There are several of them, but according to the division adopted by Konarski [2004, pp. 53-55], we can distinguish, among others, indirect and direct advertising, mentioned by the legislator in Article 2, Clause 2 of the ARES: "information intended to promote, directly or indirectly". Direct advertising takes place when we are encouraged by an addressee to purchase certain services or goods, while indirect advertising takes place during promotional activities of a company which do not aim at a direct distinction of any services or goods. Indirect advertising is the most frequent when an advertiser's logo and trademark are used [Skubisz 2000, p. 425].

The word itself derives from Latin (*reclamo, reclamare*) and means information combined with a persuasive message. It usually aims at persuading someone to purchase or use certain goods or services, or support certain issues or ideas (e.g. promoting a brand). Advertising may have various forms. It may be reliable information about a product's qualities, found mainly in specialist periodicals or the praise of a product without any reliable information about it, which is often found in television advertisements. Advertising may also be presented in a concealed form, for instance when companies organize presentations of their own technologies or write articles in specialist periodicals concerning such technologies, which is considered to be on the verge of advertising and education, or when they present items of certain brands in a movie picture. Since the objective of advertising is an effective impact on the recipient, in some advertisements we may find the content causing a moral scandal or resulting in legal proceedings. This increases interest in such an advertisement, and thus also the impact of an advertising campaign. An

important element distinguishing advertising from public relations in media communication is the fact that advertising is paid for, i.e. an advertiser pays the media for publishing an advertisement and exercises full control over such advertisement [Reklama 2010].

The interpretation of the discussed regulation of Article 2, Clause 2 of the ARES concerning commercial information allows also for a division of advertising with regard to its public or non-public character, which is connected with directing information to an unlimited or limited number of recipients.

An example of commercial information of a non-public character is the notion of direct marketing comprising information addressed to individual recipients. These are, in particular, such forms as "direct mailing" or "telemarketing". The necessity of privacy protection noticed by the legislator became a basis for the development of the issue in Article 10, Paragraph 2 of the ARES, in the fragment concerning unsolicited commercial information.

Understood broadly, commercial information comprises so-called "valuable advertising" [Surdacka 1996, p. 25 and the following], which contains, in particular, sales promotions received by the recipient free of charge in the form of a material object or performance. The typical forms of such sales promotions are a bonus sale, a lottery, distribution of samples and gifts, and especially all sales promotions constituting special categories of commercial information included in Article 9 of the ARES.

A sponsor's participation in the costs of certain undertakings of another entity and a sponsor's achievement of profits through, for instance, the use of its logo, name or trademark is called sponsoring [Grabowski 1996, pp. 70-71]. Thus, the legislator used the expression "to promote the image of a company" based on Article 2, Letter F of Directive 2000/31/EC.

Means of electronic communication may also be used in activities aimed at the distribution and promotion of the image of a company or a person practising a regulated profession whose right to practise the profession depends on the fulfilment of requirements specified in separate acts, which is called "public relations", and which results in the improvement of the image of persons mentioned in Article 2, Clause 2 of the ARES. Finally, commercial information also contains all types of contract conclusion proposals in the form of requests for quotes, or an invitation to participate in negotiations [Kot 2001, p. 63].

It should be mentioned that in the literature the necessity to differentiate advertising from commercial information as defined in the Act on Rendering Electronic Services is stressed because advertising is simple economic information satisfying specific information needs of its recipient [Nowińska 2002, p. 42]. According to the doctrine, the objective of advertising is the promotion of particular goods or services [Sagan 1996, p. 17] by encouraging recipients to purchase them [Skubisz 2000, p. 86], and the form and medium of transmitting information to consumers are not important [Grzywacz 2002, pp. 53-54]. The term commercial

information used in the discussed Act refers to information which does not aim at convincing anyone to purchase particular services or goods [Nowińska and du Vall 2001, p. 64]. The conclusion is that commercial information also has a different meaning from that of advertisement. Moreover, the term commercial information corresponds to the meaning of the term "commercial communication", as defined in Article 2, Letter F of Directive 2000/31/EC, and the Polish translation does not entirely represent its real meaning in the language used in advertising. Another term might be proposed, for instance "trade message" or "commercial message" [Kasprzycki 2001].

Having analysed Article 2, Clause 2 of the ARES including the legal definition of commercial information, and Article 9, Clause 2, Item 1 concerning commercial information with respect to a service provider's electronic address, it should be observed that the Polish legislator caused a discrepancy. In the former article, information allowing communication via electronic communication means with a particular person was excluded, while according to the latter regulation, commercial information also comprises, among other things, electronic addresses, which belong to electronic communication means.

The regulations of Directive 2000/31/EC state that such information as a domain name or an electronic mail address, or neutral information concerning a service provider, should not be qualified as commercial information[21]. Pursuant to Article 9, Clause 2, Item 1 and Article 2, Item 2 of the ARES, all additional information accompanying the distribution of commercial information is not considered as commercial information. This may include, among other things, a service provider's electronic addresses. However, the independent distribution of an e-mail address will qualify the situation as the use of an electronic communication means for the needs of commercial information, contrary to a situation when commercial information is delivered from a sender's electronic address. The character of a message itself may be estimated pursuant to the Act on Rendering Electronic Services, in which the distribution, direct or indirect, of commercial information to promote something is considered to be commercial information. Such a distribution and its character depend on the context in which it takes place. Hence, the distribution of information concerning services, goods and a company with an electronic domain address[22] as address information[23] may be regarded as the presentation of a company's official address in electronic reality. The character and purpose of the message may also ensue from the very wording of an electronic address, if a domain name indicates a promotional character of contents available at a specified electronic page[24].

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[21] See Art. 2, Letter f of directive 2000/31/EC.

[22] So-called "WWW address".

[23] On the basis of item 15 of the commentary [Świerczyński 2009, p. 37].

[24] According to reference 63 in Litwiński [2008, p. 188], the doctrine includes another opinion. P. Waglowski in his Commercial Information, an article published on www.vagla.pl, recognises independently sent electronic addresses as proper commercial information.

Apart from the scope of commercial information, foreign literature includes, among other things, links to other pages, but only when there is no financial profit for a reply, or when the value (price) of goods is not presented [Kaspersen and Lodder 2002, p. 73].

We could wonder whether a preliminary letter in which an addressee is asked to give consent to receive in the future, for instance, as part of the policy of "strengthening relations with customers", information promoting participation in training courses, meetings and business conferences organized by a company, should also be analysed within the context of Article 2, Clause 2 of the ARES. It should be stated that it is definitely so; furthermore, such information is specific commercial information [Nogacki 2005, p. 68 and the following], even if a company indirectly promotes its image (and this is what it does in this case), unless information allowing for the communication via electronic communication means with a particular person and information concerning goods and services helps in the achievement of a desirable commercial effect; in particular, an entrepreneur will not receive any remuneration or any other profits from producers, sellers and service providers.

In conclusion, it should be stated that information concerning goods and services is excluded from commercial information if it does not help the achievement of a commercial effect. A situation when information concerning goods and services does not help in the achievement of a commercial effect can be proved by the fact that distribution of particular information is not connected with any remuneration or any other profits from producers, sellers and service providers.

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PRAWNE I EKONOMICZNE ASPEKTY INFORMACJI HANDLOWEJ W ŚWIETLE USTAWY O ŚWIADCZENIU USŁUG DROGĄ ELEKTRONICZNĄ Z DNIA 18 LIPCA 2002 ROKU

Streszczenie: W artykule przedstawiono genezę uchwalenia ustawy o świadczeniu usług drogą elektroniczną z dnia 18 lipca 2002 roku. Odniesiono się do uchwalanego projektu ustawy oraz problematyki handlu elektronicznego, przedstawiając jednocześnie przedmiot jej regulacji. W sposób szczegółowy omówiono aspekty prawne elektronicznej informacji handlowej w nawiązaniu do pewnych elementów ekonomicznych.