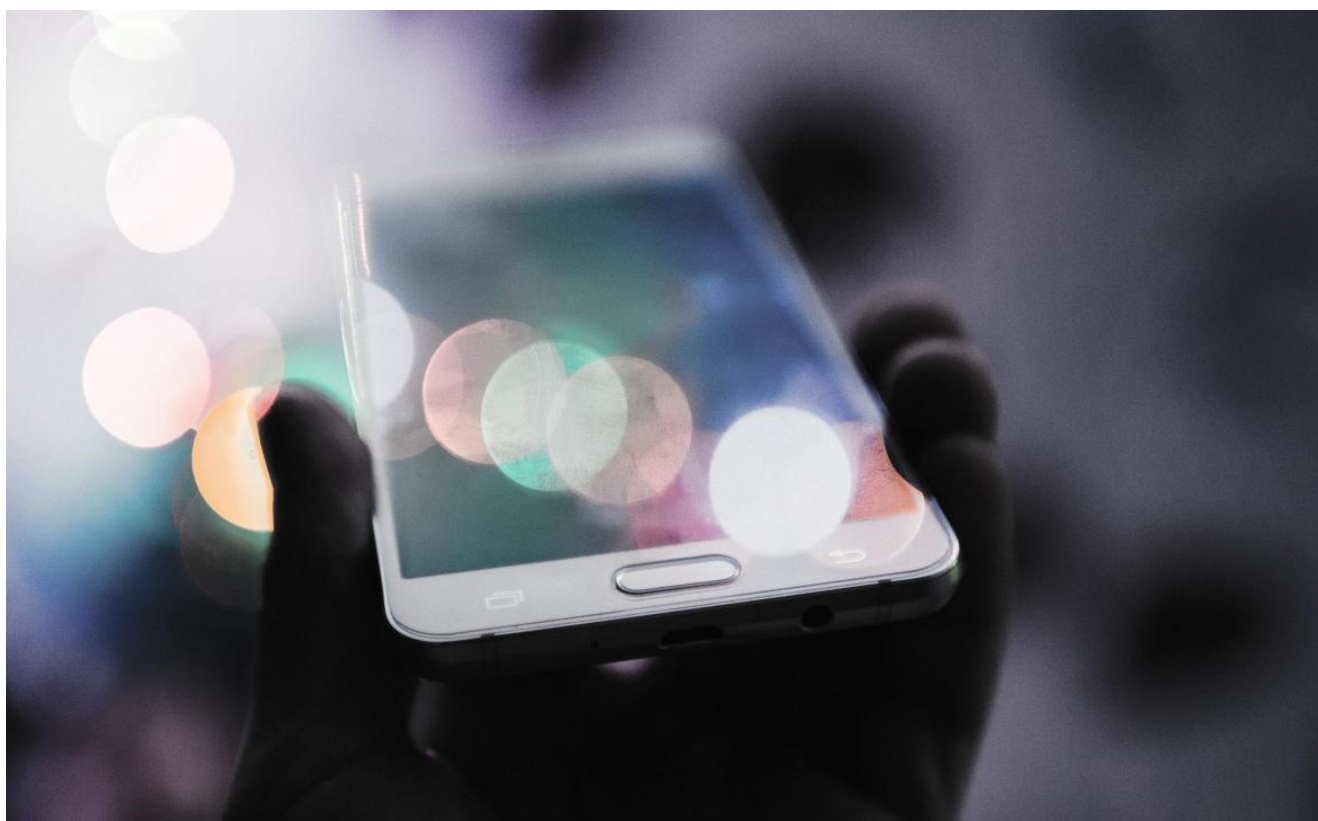


NJORD Lithuania: Changes in commercial consumers agreements for digital content and digital services in the Republic of Lithuania

From 3 January 2022, new provisions of the Civil Code of the Republic of Lithuania regulating commercial agreements with consumers, including agreements for the supply of digital content and digital services, have come into force.



In this case, consumer agreements for digital content and services are agreements under which a trader undertakes to transfer the ownership of the digital content or provide digital services to the consumer, and the consumer undertakes to accept the digital content or digital services and pay for them. Digital content is considered data which was created and presented in digital format, which includes such products as phone applications, e-books, video games and others, while digital services are services that enable storage, creation and processing of digital data.

New provisions introduce additional safeguards for digital content and digital services provided to the consumers in return for their personal data, rather than a payment. In other words, even though the consumer gets certain digital content or services for free by providing his personal data, all the relevant rights and obligations of the trader and the consumer still apply - these changes are an extension of the scope of consumer protection in the Republic of Lithuania.

The new changes to the Civil Code of the Republic of Lithuania also introduce a wide variety of safeguards for the consumers regarding providing digital content and services and updating them. From now on, the trader has to provide the consumer with all the needed accessories, instructions and user assistance as provided in the agreement or which the consumer can expect, and the trader has to inform the consumer about all the updates (including security updates), which are necessary to ensure the quality of digital content and services, provide the consumer with accurate instructions on these updates, etc. If these requirements are not met, the responsibility falls on the trader, and the trader himself has to prove that there were no infringements of these requirements.

All of these changes were made in accordance with European Union directive 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services and are an integral part of harmonizing and ensuring consumers protection throughout the European Union.

