

***Information and Communication Technology in the light of the
Community law regarding PIL***

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ICT undoubtedly facilitates cross-border transfers of information. Exchange of information can take place in a contractual context and is a crucial element in drafting contracts as well. An essential characteristic of an agreement is the information on which parties agree. Moreover, information is the key of the development of marketing in a electronic context. A decade ago scholars were occupied by the question whether and how the Internet could fit in the “private international law”-framework for cross-boundary behavior. Though scholars tend to accept that what happens by means of the use of ICT doesn’t escape from state jurisdiction or remains within the limits of a cyber-jurisdiction, special dedication to the applicability of private international law-rules remains required, especially in the perspective of some new European PIL-instruments (Regulation 44/2001, 593/2008, 864/2007). An analysis of the new community rules regarding international jurisdiction and choice of law in the light of their applicability to information and communication technology needs to be envisaged. Hereby the contractual context – with special attention to consumer contracts – and extra-contractual context can be taken in to account.