

UPLOAD-IT - 1 MARCH 2009

COMPETITION LAW

- ***European Commission imposes biggest ever fine of €1.38 billion for breach of competition law...***

The European Commission has fined four car glass businesses a total of €1.38 billion for participating in agreements that infringed Article 81 of the EC Treaty, contrary to competition law. The fine was the biggest ever imposed by the Commission for a cartel, and the fine on Saint-Gobain of €487m was the single biggest on any single cartel participant. Saint-Gobain's fine had been increased because it was a repeat offender. This case signals the competition authorities' intent in Europe to continue to crack down - and hard - on any businesses that they consider enter into agreements that adversely affect competition.

- ***European Court of Justice rules that agreements to stop over-production breached competition law...***

In 2002, the 10 largest processors of beef in Ireland formed the Beef Industry Development Society. BIDS aimed to reduce what the members felt was over-production by offering compensation to anyone agreeing to leave the industry. The Irish Competition Authority considered that this was an unlawful agreement whose object or effect was the distortion of trade, contrary to Article 81 of the EC Treaty. BIDS appealed, but the European Court of Justice has backed the ICA's ruling. It said that the scheme had the object of restricting production between competitors and was therefore a 'hard core restriction'. Even if the intentions of the parties were not to restrict competition but to provide better income for each of them, those sort of agreements that had the object of cutting down supply were strictly forbidden.

- ***Competition Commission pulls the plug on broadcasters' video-on-demand joint venture...***

The Competition Commission has pulled the plug on the proposed joint venture between the UK's biggest broadcasters to supply video on-demand ('VOD') services. BBC Worldwide (the BBC's commercial arm), Channel 4 and ITV joined forces to offer a 'one-stop-shop' for online access to recently-aired programmes as well as archive content. The broadcasters were also proposing to license the VOD service, or a large part of it, to other VOD service providers on a wholesale basis. However, the Competition Commission was concerned that a loss of rivalry between the broadcasters could restrict competition for VOD.

After carefully considering a combination of measures aimed at removing the wholesaling activities of the joint venture and safeguarding commercially sensitive information, the Competition Commission was not convinced that any such measures would overcome the potential for restriction on competition. The chairman of the Competition Commission, Peter Freeman, said that the Commission had concluded that the joint venture posed too much of a threat to competition in the developing VOD market and had to be stopped.

CONTRACTS

- ***Counterparts clause in unsigned contract leads to messy position in yoghurt pot machine case – RTS Flexible v Muller, Court of Appeal...***

RTS supplied automated machines. It successfully tendered to supply an automated system for packaging yoghurt pots to Muller, the dairy foods supplier. The parties agreed that they would initially start work based on a letter of intent and then agree a final contract that was based on an amended version of the MF/1 industry standard terms. The model terms were modified to contain liquidated damages provisions in respect of delays and limitations on liability. The letter of intent expired and the parties continued to negotiate the final form amended contract, whilst RTS also continued to work on the project. A dispute arose and Muller refused to pay for the outstanding payment.

RTS claimed that no contract had ever been formed and that it should be paid on a 'quantum meruit' basis. 'Quantum meruit' is the basis on which someone can get paid what they reasonably deserved in the absence of a contract. RTS argued that there was no contract because of Clause 48 of the MF/1 Conditions which stated: 'The Contract may be executed in any number of counterparts provided that it shall not become effective until each party has executed a counterpart and exchanged it with the other.'

The Court of Appeal agreed with RTS. Clause 48 prevented a contract coming into existence at all until the parties had entered into a written agreement and exchanged signed copies.

Paul Gershlick, editor of Upload-IT, comments: 'A counterparts clause is a standard clause in a contract. People often overlook so-called 'boilerplate' clauses. However, this case shows the danger of skimming over them. Clauses that people consider to be standard can have a profound effect on such fundamental issues of the contract, including whether a contract has come into existence or not.'

- ***High Court decides that sometimes a written contract is intended to be legally binding even without signature – Grant v Bragg, High Court...***

In contrast to the previous case reported in Upload this month (RTS Flexible v Muller), this particular case has been decided the other way on its own facts. B and G were shareholders in a business and they drafted a written contract to deal with B's purchase of G's shares. That draft written contract was never signed, though. However, B started to run the business to the exclusion of G, and they exchanged emails clearly showing that they agreed to enter into the agreement on the basis of the draft contract. Despite what they said by email and what happened in practice, B then later claimed that the agreement had not been signed and he did not want to proceed with the purchase. G sought to have the agreement enforced.

The High Court ruled that a binding agreement had been entered into, despite them not having signed the written contract. It said that it defied commercial reality to suggest that the parties had not entered to be bound by the agreement. In particular, there was no suggestion that anything had been made 'subject to contract'.

Paul Gershlick, editor of Upload-IT, says: 'People should try to have a clear legal position so there is no argument later. If anyone does not want a legally binding agreement to be formed until a document is signed, they should make this clear at all times by using appropriate phrases such as 'subject to contract'. Otherwise, if

you get the process wrong, you could be left with an agreement that you did not yet intend to come into effect.'

- ***Hiscox insurer warns of growing IT contract disputes if contract is not drafted clearly enough...***

IT services suppliers are facing an increased number of costly disputes that eat into their time as the economy continues to worsen. That is the warning of Hiscox, the specialist insurer, which claims that customers are turning to legal remedies if they do not receive the product or service that match their expectations. As customers' budgets are being squeezed, so they are trying to recoup some of their original investment or get out of an already agreed contract altogether by claiming that the supplier did not do what they had said they would. Hiscox advises IT suppliers to avoid over-promising and instead scope projects more clearly and accurately in contracts so everyone knows where they stand at the outset.

- ***Exercising contractual right to terminate does not preclude remedies at common law –***

- ***Stocznia Gdynia v Gearbulk, Court of Appeal...***

G entered into three separate contracts with S for S to build three ships. None of the ships were built, and G sent S notices in turn terminating each of the three contracts. In the first two notices, G simply relied on its right to terminate the contract under Article 10 of the contract. In the third and final notice, it also said that S had been in repudiatory breach of all three contracts and G sought to enforce its remedies at law against G for repudiating the contract. A 'repudiatory breach' is one that is so serious that it goes to the heart of the contract and means that the other party has fundamentally not performed what it had agreed to do. The innocent party has the right to terminate at law for the other party's repudiatory breach irrespective of other termination provisions in the contract. The distinction was important here, because Article 10 provided for a mechanism on termination for repayment of instalments already paid. However, G wanted to go further and claim common law damages for loss of bargain.

The Court of Appeal said that G could claim for damages for repudiatory breach despite terminating in two of the cases under the termination provisions of the contract itself, rather than at common law. Article 10 did not exclude the right to claim damages at law if the contract was terminated under the provisions of Article 10. The Court said that each notice of termination was sufficient to amount to an acceptance of S's repudiation. All that was required to accept the other party's repudiatory breach was for the innocent party to communicate clearly and unequivocally its intention to treat the contract as discharged. That was done here.

- ***Football case shows that agents could lose all payments if they don't act in the principal's best interests in one small way – Imageview v Kelvin Jack, Court of Appeal...***

Agents are under duties to act in their principals' best interests at all times and not make a secret profit. This case shows that the consequences of breaching those obligations can be very severe. In this case, the footballer Kelvin Jack used Imageview to act as his agent to find him a British football club to play for. Mr Jack agreed to pay Imageview 10% of his salary in return for finding him the club. As a result of Imageview's negotiations, Mr Jack ended up signing a two-year contract with Dundee United. Whilst finding Mr Jack his club, Imageview also agreed with Dundee United to sort out the player's work permit in return for a payment of £3,000. Imageview did not tell Mr Jack about that payment and when he found out Mr Jack stopped paying his agent. Imageview sued for unpaid fees.

The Court of Appeal sided with Mr Jack. It agreed with Imageview's arguments that there was nothing wrong with entering into a 'harmless collateral contract' which the agent entered into as a result of the original contract but which had nothing to do with the original contract. However, that was not the case here, as Imageview had put itself in a conflict of interest and had used its connection with its client to obtain other benefits for itself. The judge said that the law imposed high standards on agents such that their interests must come secondary to those of their principals. The agent should lose:

- ◆ The secret profit; and
- ◆ Future commission; and
- ◆ Past commission.

Therefore, not only did Mr Jack not have to pay for any future commission, he was entitled to a full refund of all commission that he had already paid to the agent.

Paul Gershlick, editor of Upload-IT, says: 'This case shows that agents are under a strict duty and the implications of them failing to comply are severe and onerous. The Court of Appeal has sent out a clear message in this case that it will act in a strong way to deter agents from breaching those duties, such that they could benefit by far more than the loss that they actually suffer.'

- ***Round Two to the OFT as Court of Appeal agrees that bank charges were potentially unfair – Abbey National and others v OFT, Court of Appeal...***

Many of Britain's biggest banks have lost an appeal over a test case as to whether some of their charges are potentially unfair. The Court of Appeal has confirmed a decision last year by the High Court, following an application from the Office of Fair Trading, that the banks' charges for certain items fell to be assessed within the Unfair Terms in Consumer Contracts Regulations 1999. Those Regulations allow standard business terms in contracts with consumers to be struck out if they cause a significant imbalance between the business's rights and the consumer's to the detriment of the consumer. The banks had argued that under the wording of the Regulations, the fairness test could not be used in relation to terms that relate to the adequacy of price bargained for in exchange for goods or services.

However, the Court of Appeal did not agree with the banks' argument. It said that the charges were not bargained for directly and only arose in exceptional circumstances. In most cases, customers did not know what the charges were and had not read the terms and conditions. It was therefore not the case that the charges could simply be labelled as the price or remuneration for which the customer obtained the service. The complained about charges were just part of the overall package of benefits to a bank in the context of the overall package of services supplied by the bank. Individual charges could therefore be challenged.

This case has not decided whether the terms used by the banks were unfair: just whether the court had the right to decide whether the scope of terms complained about were unfair. This may only be part one of the battle: the banks will no doubt look to appeal the decision to the House of Lords. There will then a trial to decide whether the charges were actually unfair.

Paul Gershlick, editor of Upload-IT, comments: 'This case will have far-reaching implications and not just to banks. It will affect the reasonableness of ancillary charges which are not bargained for up front by the consumer.'

COPYRIGHT AND DATABASE RIGHTS

- ***Ireland's largest ISP agrees 'three-strikes and you're out' policy with record companies...***

Ireland's largest Internet service provider, Eircom, has agreed to implement a 'three-strikes and you're out' policy to assist record companies to tackle illegal file-sharing. Under the agreement, record companies will provide Eircom with the IP addresses of all persons who they detect illegally uploading or downloading copyrighted works on a peer-to-peer basis. Eircom will first notify those individuals that infringement had been detected and then, if the activity continues, it will warn the individual that failure to cease infringement will result in disconnection. The subscriber will be cut off if the illegal file sharing continues are after the second warning.

The International Federation of the Phonographic Industry, which represents 1,400 record labels in 72 countries, has said that it will be taking action against other ISPs to ensure they did the same. The UK government's recent proposals, set out in the Digital Britain interim report, included a consultation on legislation to require ISPs to notify infringers that their conduct is unlawful and provide details of such behaviour to rights holders but fell short of imposing a 'three-strikes-and-out' policy. For more on this report, please click here: <http://www.upload-it.com/editArticle.aspx?ID=3084>.

- ***Net closes on Pirate Bay...***

Four men behind Pirate Bay - the popular file-sharing site - are facing civil and criminal action in Sweden for helping their 25 million users to share music, film, game and software files without permission of the copyright owners. Pirate Bay uses the Internet protocol BitTorrent to facilitate the file-sharing. If they lose their legal actions, the operators face up to two years in prison and millions of pounds in fines and compensation claims. They are claiming that their actions are legal under Swedish law because no copyright material is stored on their website - instead the 'torrent' files simply point to content. The site operators have vowed to continue irrespective of the ruling and claim that they have servers in many jurisdictions in the world, ready to continue the service if the Swedish courts rule against their activity. The site makes considerable its money from advertising. Meanwhile, the International Federation of the Phonographic Industry wants to protect the record labels that it represents, who have seen their revenues fall as illegal peer-to-peer file-sharing on the Internet has soared.

CYBERCRIME/SECURITY

- ***Fewer than 300 hackers charged under computer crime law in last four years...***

Fewer than 300 hackers have been charged in the UK under computer crime legislation in the last four years despite the increase in online criminal activities. The figures - obtained by *Computer Weekly* magazine under the Freedom of Information Act - are in stark contrast to the 144,500 cases of computer misuse in the UK in 2006 reported by online identity firm Garlik. In addition, 96% of large companies suffered a security incident last year and 13% of all companies detected unauthorised access of their networks, according to the DTI Information Security Breaches Survey.

The former head of Scotland Yard's Computer Crime Unit, Simon Janes, said that there was a danger that the UK may be seen as a soft target and that he was concerned that police are not putting enough resources into computer crime.

However, digital forensic expert witness Peter Sommer said that the low number of cases brought under the Computer Misuse Act may be explained by suspects being charged using money laundering and fraud legislation rather than computer crime laws. Despite this, Mr Sommer acknowledged that another explanation for the low caseload is that there are just not enough skilled officers to investigate this type of crime.

The Government disbanded the National Hi-Tech Crime Unit in 2006 believing that the work could be done through the Serious and Organised Crime Agency, but soon realised that most 'small' computer crime was not dealt with at all, as local police forces were not best placed to deal with the technicalities of computer crime. The Government has now set up a new specialist crime unit to deal with computer crime - the Police Central E-Crime Unit - but in recent months cybercrime has appeared to have been slipping down the government's agenda as the credit crunch bites.

- ***Cybercriminals target Jack Straw in email scam...***

Cybercriminals have targeted Justice Secretary Jack Straw by hacking into his email account and sending out hundreds of emails to council chiefs, government officials and others asking for money in his name. The Nigerian Internet fraudsters are said to have hacked into computers at Mr Straw's constituency office in Blackburn and sent emails to a significant number of people in his address book. The emails claimed that Mr Straw had lost his wallet on charity work in Africa for a project called Empowering Youth to Fight Racism and asked for a small loan of US\$3,500 to settle his hotel bills and get him home. It is understood that no one actually sent any money although one recipient replied to the email. Mr Straw has been assured that there is no evidence that the confidentiality of constituents has been affected by the hackers and there were no national security issues given that it was his Blackburn email address rather than his ministerial account that was targeted.

- ***66% of consumers are concerned about the security risks of shopping online...***

66% of consumers surveyed by electronic payment systems firm, CyberSource, have admitted that they are concerned about the level of risk in Internet shopping. Meanwhile, 44% of those who did not shop online at all said that fears over online security was the reason stopping them. Stories in the media reporting of cybercrime and online credit card fraud may contribute to consumers concerns but also a third of the 1,000 consumers who took part in the research said that they or someone they know have had their credit card details stolen by Internet fraudsters. Increased awareness of security risks, however, is not such a bad thing. UK shoppers appear to be doing what they can to protect themselves whilst purchasing online, with 68% having signed up for the Mastercard SecureCode or Verified by Visa programmes, 57% using credit cards because of the additional protection that they offer and 86% checking for the secure padlock icon before proceeding with an order.

DATA PROTECTION/PRIVACY/CONFIDENTIALITY

- ***Pittsburgh couple lose right to claim damages for Google's Street View showing images of their home...***

A Pittsburgh couple have lost their claim for damages against Google after complaining that the Internet giant's Street View tool had invaded their privacy and trespassed against their property. Christine and Aaron Boring objected to pictures of their home, which was in a road clearly marked as private, from being shown on the Internet for all to see. However, the judge was scathing of the fact that the couple had allowed their images to remain on Street View, despite there being a procedure available for them to take them down. They had also engaged in on-the-record court

proceedings rather than deal with the matter in court by private means, which had perpetuated the publicity. The judge concluded that they obviously were not that bothered about protecting their privacy after all.

Google insisted that it respected individuals' privacy rights and it used technology to blur identifiable faces and number plates and had an easy-to-use removal tool so that users could ask for images to be removed.

Last year, Mark Weston, head of Commercial/IT/IP at Matthew Arnold & Baldwin, told Sky News that it was important to protect people's privacy; but there was a balance to be struck. Google used blurring technology and its introduction of Street View should be seen as part of the evolution of the massive expansion of potential data available on the Internet, and people would see tools such as Street View as quite normal in just a few years' time.

- ***European Court of Human Rights rules that privacy rights are breached by mere taking of photograph, even without publication...***

The European Court of Human Rights has ruled that the mere taking of a photograph would infringe someone's right to privacy, even if that photograph is never published. The case revolved around a baby who had his photo taken by the Greek hospital where he was at. His parents were not happy with the photo being taken and their request for the photo's negatives was refused. They initially took the case to the Greek courts, which refused to hear their case, so they ended up going to the ECHR. The ECHR has ruled that the Greek courts' refusal failed to uphold the family's rights to privacy under the European Convention on Human Rights. Although the ruling does not bind English courts, they need to take into account ECHR rulings.

DATA RETENTION

- ***Home Office publishes response to consultation on implementation of Data Retention Directive...***

The Home Office has published its response to a consultation on the implementation of the European Union's Data Retention Directive. New Regulations will be needed to require providers of electronic communications services ('CSPs') to retain Internet related data. CSPs will be subject to similar data retention obligations that were imposed on telephone companies from October 2007 under the Data Retention (EC Directive) Regulations 2007 in relation to fixed and mobile telephone data. Since the 2007 Regulations came into force, telephone companies have been required to retain the data surrounding every phone call made in this country for 12 months. The new Regulations will replace those Regulations to cover both non-Internet and Internet data.

Currently, CSPs can opt to retain Internet-related data under a voluntary Code of Practice which requires the data to be held for six months. Under the draft Regulations, the retention period will be increased to 12 months from the date of a communication. Information to be stored will include details of Internet use, such as the time of its use, its instigating Internet protocol address and the destination email addresses or website addresses visited, but CSPs will not be required to store the content of any communication. The draft Regulations will also require the retention of data relating to unsuccessful call attempts that are stored or logged in the UK.

The Secretary of State will retain the discretion given under the 2007 Regulations to reimburse any additional expenses incurred by providers in complying with the draft

Regulations, provided that those expenses have been notified to the Secretary of State and agreed in advance.

DOMAIN NAMES

- ***Volvo spare parts seller defeats Volvo for right to keep ownership of volvospare.com domain name...***

A seller of spare parts for Volvo cars has won the right to continue using the domain name 'volvospare.com' despite not being authorised by Volvo. Volvo was not happy with the registrant's use of the name and took it to the World Intellectual Property Organisation to try to get it transferred through ICANN's domain name dispute resolution procedure. ICANN - the body responsible for managing technical matters relating to the Internet's domain name system - established a domain name dispute resolution arbitration service in 2000 for dealing more quickly and cheaply than through the courts with disputes over '.com' domain names; WIPO is one of four bodies appointed by ICANN to hear the domain name disputes.

To win the name, Volvo had to show that the domain name was confusingly similar to its trade marks, the registrant had no legitimate rights in it and the domain name was registered and used in bad faith. However, the WIPO panel did not find that Volvo's claim was made out. It noted, following previous decisions, that a reseller selling certain goods or services can have a legitimate interest in a domain name that incorporates the trade mark of someone else if it actually offers genuine goods of that trade mark owner, the site sells only the trade marked goods, it accurately discloses the relationship between the registrant and the trade mark owner, and the registrant has not tried to register all names relating to the trade mark. In this case, the panel noted that it was irrelevant that not all of the spare parts sold on the website were Volvo branded as they could all be used in Volvo cars. Even Volvo itself sold many spare parts made by other people.

E-COMMERCE REGULATIONS

- ***Moderators on websites used by children must pass test of safety for working with children from October...***

The Safeguarding Vulnerable Groups Act 2006 (Commencement No.3) Order 2009 has been published. This little known new law will mean that as of October this year, website owners and bulletin board operators will need to ensure that anyone moderating their websites (or any other 'public interactive communication service') are not barred from working with children or vulnerable adults if those sites are likely to be used wholly or mainly by children. Failure to comply will be a criminal offence.

FREEDOM OF INFORMATION

- ***Information Commissioner's Office publishes guidance to help public authorities comply with Freedom of Information laws...***

The Information Commissioner's Office has published some guidance to help public authorities comply with their obligations and promote good practice in relation to the Freedom of Information Act. For example, they explain the difference between extracting existing information and creating new information. Public authorities do not need to create new information to comply with a freedom of information request. The public authority would not be creating new information where:

- ◆ it presents in a list or schedule information that it already holds;

- ◆ compiling an answer involves the simple manual manipulation of information held in files; or
- ◆ it involves extracting information from an electronic database by searching in the form of a query.

An example of simple manipulation held in its files may include looking up the answer to a question such as: 'How many pupils at x school live within a particular named post code?' This may involve looking for the answer and presenting the information in a different form from how it was currently held. However, if extracting the information would require a high level of skill and judgement, this would constitute creating new information and would not need to be created and disclosed.

The Freedom of Information Act gives people anywhere around the world the right to see information held by more than 100,000 UK public bodies about the way decisions are made and public money spent. The Information Commissioner's Office is the body responsible for ensuring public bodies' compliance with the Act.

IT AND INTERNET USE

- ***Government pushes forward with use of open source software...***

The Government is pushing forward with using open source software. Open source software is software where the human understandable part of the computer code is freely available and not stored confidentially by the software developers. The Government has published a 10 point action plan designed to encourage central and local government departments to use it wherever possible. There are already wide stories of use. At least half of government departments now use Apache as the core web server, and open source is also used a lot by Directgov, the government web portal. The CIO Council – the government's IT policy-making body – wants open source solutions to be considered properly and used where they offer best value for money.

- ***Facebook changes terms of use to allow it to use users' data for its own purposes for ever, then does u-turn after outcry...***

Facebook has introduced an astonishing change to its terms of service in how it deals with users' data – and then performed an equally astonishing u-turn following a big outcry. It suddenly changed its terms of service by deleting a sentence under which it had previously agreed not to use a user's data in certain ways after the user had terminated its account. It then amended the terms, the effect of which would mean that Facebook would have a right to users' data indefinitely for a wide variety of purposes. The Consumerist – a consumer advocacy blog – objected and created a big fuss about it. In the face of the widespread criticism, Facebook then performed a rapid u-turn and went back to its previous terms of use whilst it considered introducing a 'Facebook Bill of Rights and Responsibilities' to take on board users' views.

MISLEADING SELLING

- ***OFT use criminal powers under Unfair Trading Regulations to arrest businesspeople allegedly breaching regulations...***

The Office of Fair Trading has used criminal investigation powers under the Consumer Protection from Unfair Trading Regulations 2008 for the first time to arrest three women for allegedly breaching the Regulations. The police accompanied the OFT and

seized equipment and evidence. The OFT alleges the women were involved in a pyramid scheme. The Regulations go much wider than that and apply to all sorts of business behaviour such as misusing someone else's trade mark. Breach of the law is punishable by up to two years in prison and/or an unlimited fine.

PATENTS

- ***Two employees rewarded with over £1m in compensation for creating an invention with outstanding benefit – Kelly and Chiu v GE Healthcare, High Court...***

Two employees of Amersham International have won over £1m in what is believed to be the first successful claim under Section 40 of the Patents Act 1977. Patents created by employees are generally owned by their employer (although employment contracts should expressly make this clear to be sure). However, Section 40 of the Act provides for employees to receive compensation where they have invented something that is of outstanding benefit to the employer. Kelly and Chiu invented a cardiac imaging product for the pharmaceutical company that is now owned by GE Healthcare. Very few cases of compensation reach court – perhaps because employees do not want to upset employers or they do not want the risk and cost of fighting a legal battle where they do not know whether they are entitled to compensation at all, let alone how much. In what is believed to be the first successful legal ruling in favour of Section 40 compensation in this country, the employees here were adjudged to have invented something of outstanding benefit. The Court found that Amersham had benefited by at least £50m – and maybe a lot more – and saved the company from a 'crisis'.

The High Court commented on what was needed in order to receive compensation. The benefit had to be 'outstanding', which meant something special and out of the ordinary – more than merely substantial, significant or good. The benefit had to be more than something that would have been expected from the employee's normal work. It also had to be 'just' to make an award. The Court ruling was also useful in that it went on to consider the factors that are used to weigh up the amount of compensation due.

TRADE MARKS AND PASSING OFF

- ***Google loses in France in further battle over use of sponsored ads that allow businesses' trade marks to be sponsored by competitors...***

A French court has fined Google a total of €350,000 for allowing competitors of Voyageurs du Monde (Travellers of the World) and Terres d'Aventure (Lands of Adventure) to sponsor key words that conflicted with those businesses' trade marks. The French courts have previously lost cases involving Meridien Hotels and Louise Vuitton on similar grounds. For more on those cases, click here: <http://www.upload-it.com/editArticle.aspx?ID=888> and <http://www.upload-it.com/editArticle.aspx?ID=849>. Google is currently fighting a series of battles in Europe surrounding use of terms in sponsored ads, which will hopefully end up with definitive rulings from the European Court of Justice in coming months. More of advertising spend is done online, and it would be useful for everyone to know where they stand legally. For the latest, see here: <http://www.upload-it.com/editArticle.aspx?ID=3106> and <http://www.upload-it.com/editArticle.aspx?ID=2718>.