

that the person concerned may also bring an action for an injunction against the operator of the website, irrespective of the Member State in which the operator is established, in the courts of any Member State in which the website may be accessed,

or

does the jurisdiction of the courts of a Member State in which the operator of the website is not established require that there be a special connection between the contested content or the website and the State of the court seised (domestic connecting factor) going beyond technically possible accessibility?

2. If such a special domestic connecting factor is necessary:

What are the criteria which determine that connection?

Does it depend on whether the intention of the operator is that the contested website is specifically (also) targeted at the Internet users in the State of the court seised or is it sufficient for the information which may be accessed on the website to have an objective connection to the State of the court seised, in the sense that in the circumstances of the individual case, in particular on the basis of the content of the website to which the applicant objects, a collision of conflicting interests — the applicant's interest in respect for his right to protection of personality and the operator's interest in the design of his website and in news reporting — may actually have occurred or may occur in the State of the court seised?

Does the determination of the special domestic connecting factor depend upon the number of times the website to which the applicant objects has been accessed from the State of the court seised?

3. If no special domestic connecting factor is required in order to make a positive finding on jurisdiction, or if it is sufficient for the presumption of such a special domestic connecting factor that the information to which the applicant objects has an objective connection to the State of the court seised, in the sense that in the circumstances of the individual case, in particular on the basis of the content of the website to which the applicant objects, a collision of conflicting interests may actually have occurred or may occur in the State of the court seised and the existence of a special domestic connecting factor may be presumed without requiring a finding as to a minimum number of times the website to which the applicant objects has been accessed from the State of the court seised:

Must Article 3(1) and (2) 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, in the Internal Market ('Directive on electronic commerce') be interpreted as meaning:

that those provisions should be attributed with a conflict-of-laws character in the sense that for the field of private law they also require the exclusive application of the law applicable in the country of origin, to the exclusion of national conflict-of-law rules,

or

do those provisions operate as a corrective at a substantive law level, by means of which the substantive law outcome under the law declared to be applicable pursuant to the national conflict-of-law rules is altered and adjusted to the requirements of the country of origin?

In the event that Article 3(1) and (2) of the Directive on electronic commerce have a conflict-of-laws character:

Do those provisions merely require the exclusive application of the substantive law applicable in the country of origin or also the application of the conflict-of-law rules applicable there, with the consequence that a renvoi under the law of the country of origin to the law of the target State remains possible?

Reference for a preliminary ruling from the Tribunale di Trani (Italy) lodged on 13 January 2010 — *Vino Cosimo Damiano v Poste Italiane SpA*

(Case C-20/10)

(2010/C 134/24)

Language of the case: Italian

Referring court

Tribunale di Trani

Parties to the main proceedings

Applicant: *Vino Cosimo Damiano*

Defendant: *Poste Italiane SpA*

Questions referred

1. Does Clause 8(3) of the Framework Agreement put into effect by Directive 1999/70/EC ⁽¹⁾ preclude domestic rules (such as that laid down in Article 2(1)a of Legislative Decree No 368/2001) which, in implementation of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, introduced into domestic law an 'acausal' case for the engagement of workers by Poste Italiane SpA on fixed-term contracts?

2. In order to justify a *reformatio in pejus* of the previous rules on fixed-term contracts and to preclude the operation of the prohibition laid down in Clause 8(3) of the Framework Agreement put into effect by Directive 1999/70/EC, is it sufficient for the national legislature to pursue any objective, provided that it is an objective other than that of implementing that directive, or is it necessary for such an objective not only to merit at least equal protection to the objective in respect of which penalties are imposed but also for it to be expressly 'stated'?

3. Does Clause 3(1) of the Framework Agreement put into effect by Directive 1999/70/EC preclude domestic rules (such as those laid down in Article 2(1)a of Legislative Decree No 368/2001) which, in implementation of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, introduced into domestic law an 'acausal' case for the engagement of workers by Poste Italiane SpA on fixed-term contracts?

4. Does the general Community principle of non-discrimination and equal treatment preclude domestic rules (such as that laid down in Article 2(1)a of Legislative Decree No 368/2001) which, in implementation of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, introduced into domestic law an 'acausal' case which places employees of Poste Italiane SpA at a disadvantage not only vis-à-vis that company but also other undertakings in the same sector or in other sectors?

5. Do Article 82 [EC], first paragraph, and Article 86(1) and (2) [EC] preclude domestic rules (such as those laid down in Article 2(1)a of Legislative Decree No 368/2001) which, in implementation of Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, introduced into domestic law an 'acausal' case which benefits only Poste Italiane SpA (an entirely publicly owned entity), giving rise to potential abuse of a dominant position?

6. If the answer to the foregoing questions is in the affirmative, is the national court required to disapply (or not to apply) the national rules which are contrary to Community law?

⁽¹⁾ OJ 1999 L 175, p. 43.

Reference for a preliminary ruling from the Regional Court in Prešov (Slovak Republic) lodged on 9 February 2010 — Pohotovosť s.r.o. v Iveta Korčkovská

(Case C-76/10)

(2010/C 134/25)

Language of the case: Slovak

Referring court

Regional Court in Prešov

Parties to the main proceedings

Applicant: Pohotovosť s.r.o.

Defendant: Iveta Korčkovská

Questions referred

1. Question one

- (a) Is information about the total cost to the consumer in percentage points (the annual percentage rate — APR) of such importance that failure to mention it in the contract could render the cost of consumer credit non-transparent and insufficiently clear and comprehensible?

- (b) Is it possible, under the consumer protection framework provided by Council Directive 93/13/EEC ⁽¹⁾ of 5 April 1993 on unfair terms in consumer contracts, to regard the price as an unfair condition in a credit contract on the grounds of insufficient transparency and clarity if the contract fails to set out information on the total cost of consumer credit in percentage points and the price is expressed solely as a financial sum consisting of various fees specified both in the contract and in the General Terms and Conditions?