

Online Platforms: How to Adapt Regulatory Framework to the Digital Age?

KEY FINDINGS

- **Platforms**, understood as a method of organising digital markets that allows two groups of users (suppliers and customers) to meet, **are one of the pillars of the digital market**. They facilitate its development, providing adequate solutions to the needs of the sharing, collaborative, data, and P2P economies.
- **Platforms** that often operate as marketplaces **have a triangle structure** where users must first conclude a contract with the platform to be subsequently able to conclude contracts between themselves. The **status of platform user is very often difficult to define**, as platforms allow a rapid development of the pursued activities, which pushes the users outside the realm of consumer. These two characteristics make **platforms difficult to fit with the EU market and consumer regulations**.
- The question as to whether to pursue **legislative measures** for the platform economy at the EU level is a **political** one. **Some member states have already introduced national legislation**, while **others oppose the idea of introducing EU regulation**.
- If the legislative agenda is pursued, it can be done either as a platform-specific act, or as a **“light touch” legislation**, i.e. by amending the existing EU legal schemes (the most appropriate place: the market regulation directives).
- The **areas that offer the best impact** while being the least interventionist are: **clarifying the platform’s status, clarifying the users’ status** and, **regulating reputational systems**.

1. INTRODUCTORY REMARKS

The aim of the briefing

This briefing sketches out: (1) the normative approach towards platforms at the national level, where some member states present a rather hostile attitude, while others have already begun to introduce hard law solutions; (2) the European Commission’s stance towards platforms, which has so far been rather reluctant with regards to any legislative intervention in the area of contract law, but which might change during the Consumer Rights Directive re-fit exercise; and (3) the current legal writing in the area of the platform economy. Next, it examines the concerns that arise when trying to fit the platform economy into the existing EU regulatory framework, investigates which areas of the platform economy would be susceptible to legislative intervention and explores the possibilities relating to future policy approaches with regards to platforms.

What are platforms?

Taking a very general, economic approach, online platforms mean two-sided markets,¹ namely digital infrastructure that allows interactions and helps fulfil the interests of two groups of users: suppliers and customers. A narrower approach limits online platforms to modern online marketplaces that allow for concluding, or facilitate the process of concluding contracts. A key feature is that platforms allow the supply side (the suppliers) to meet the demand side (the customers), creating a triangular structure that is based on relations between (1) the platform and the supplier, (2) the platform and the consumer, and (3) the supplier and the customer. From a legal point of view, this triangular structure is the fundamental aspect of platforms.

Platforms as the market structure

Platforms are indisputably the leading form of organising modern digital markets. When looking at the informational society service providers, it is clear how quickly the platforms have gained dominance here. The bi-polar relations where the supply and the demand sides meet directly, usually on a web-site run by the supplier, are either irrelevant (due to the market structure – for example in the P2P economy) or are losing their relevance (the traditional markets, i.e. sales of goods, where more and more goods are being offered via multi-brand platforms such as Amazon, eBay, or Allegro).

Platform economy

The market is now witnessing the rise of new types of economies that combine and feed on modern technological and social developments, i.e. the sharing economy, the peer-to-peer economy, the collaborative economy, the data economy or the trust economy. While it is not always easy or even possible to draw clear lines between the various types of economies, they all have one feature in common – they are all based on platforms, which are inevitable for their existence and development. Platforms then are one of the pillars of the digital revolution, as they facilitate the expansion of the new types of economies based on interactions of large groups of users.

2. APPROACH TO PLATFORMS AT NATIONAL LEVEL

While 2016 witnessed a call from 11 Member States not to regulate platforms (signed, among others, by the United Kingdom, Poland and Denmark),² there are national legal systems that began noticing not only the importance of this market phenomena, but also the challenges it brings about for the market functioning.

In **France**, work on a new normative environment for online platforms began back in December 2015 with a proposal for a Digital Republic Act (*Loi pour la République numérique*³). The Digital Republic Act, adopted on 7 October 2016,⁴ amended the existing legal framework for online intermediary platforms, i.e. Article L.111-5-1 of the French Consumer Code, as amended by Act No 2015-990 of 6 August 2015. The Digital Republic Act sets out a wide definition of online platform operators (it includes search engines alongside online auction and shopping platforms), and requires that the platform informs consumers about, for example, its status and the platform's ranking system, as well as the parties' rights and obligations (in civil and fiscal matters) where the platform allows consumers to conclude contracts with professionals and non-professionals.

In **Italy**, a proposal "*Proposta di legge No. 3564: Disciplina delle piattaforme digitali per la condivisione di beni e servizi e disposizioni per la promozione dell'economia della condivisione*", introduced into Parliament on 27 January 2016,⁵ aims at increasing the regulatory powers of the *Autorità garante della concorrenza e del mercato* to regulate and supervise sharing economy platforms. The intended purposes of the proposal also include increasing transparency, fiscal equity, fair competition and consumer protection. The proposal stipulates, for example, that the platform has a duty to provide a "Document of business

policy" setting out the general contract terms and conditions (Article 4(1)), and establishes a black list of contract terms for online platforms (Article 4(2)), including best price clauses, exclusion of access to the platform without legitimate reasons, a prohibition on negative comments and a duty to agree to the assignment of personal data to third parties. Regarding fiscal transparency, the proposal draws a clear line between a consumer and a trader: according to Article 5(1), a trader's activity begins at a revenue of €10,000 per year.

Platforms are also being looked at in **Germany**, where the Federal Ministry of Economic Affairs and Energy published a Green Paper on Digital Platforms in May 2016. It began a consultation process on the need to adjust the existing regulatory framework, in particular in the areas of competition law and data protection.⁶ A decision on whether or not take any legislative action cannot, however, be expected earlier than after the elections.

3. THE EU'S APPROACH TO ONLINE PLATFORMS

The online intermediary platforms have recently caught also the attention of regulators at the European level. The European Commission has addressed the regulatory challenges caused by the rapid changes of the market structure in several communications on the Digital Single Market. So far, however, while the Commission notices a very wide spectrum of problems (clearly exceeding the contract law dimension) that relate to platform economy, it presents a certain regulatory reluctance. The European Commission declares "creating the right framework conditions and the right environment is essential to retain, grow and foster the emergence of new online platforms in Europe",⁷ which clearly illustrates the Commission's quest to find the right balance between market regulation and innovation.

The Commission stresses that online platforms are already subject to existing EU rules in areas such as competition, consumer protection, protection of personal data and single market freedoms. Compliance with these rules is essential to create a level playing field, and therefore the effective enforcement is crucial. This can be further supported by self-regulatory measures. The Commission advocates a problem-driven approach, i.e. an approach that requires any regulatory measures proposed at EU level to only address clearly identified problems relating to a specific type or activity of online platforms. Such a problem-driven approach should begin with an evaluation of whether the existing framework is still appropriate.⁸

EU law applicable to relations between platforms and their users

The EU directives that deal with consumer contracts and market regulation have not been created with a specific platform structure in mind. Despite this, the directives apply to certain aspects of relations between platforms and their users. When it comes to the consumer *acquis*, the directives include: the Unfair Terms Directive, the Unfair Commercial Practices Directive, the Consumer Rights Directive, and potentially the future Digital Content Directive. These directives are, however, applicable to the platform's relations, only as long as the platform concludes contracts with consumers, so the scope of application does not extend to a full spectrum of contractual relations entered into by platforms.

The market regulation directives applicable to platforms include the E-commerce Directive, the Services Directive and the Misleading and Comparative Advertisement Directive. Their application to platforms has a better foundation than the application of consumer contracts directives, since these directives apply, regardless of the parties' status, to both B2C and B2B relations. Nevertheless, they also do not address the platform-specific issues.

Problem with the EU law application

Since the directives do not take into consideration the specific nature of the platform economy, the normative coverage they provide for platforms is not only difficult to establish in practice (i.e. which provisions of the directives apply, and to which relations), but it is also

incidental and arbitrary (whether or not the provisions apply is a derivative of whether or not a given problem has occurred in a non-platform economy).

The problems with the lack of compatibility of the current EU legislation and the platform economy result from two fundamental principles of EU law: (1) the EU legislation (including the market regulation directives) are based on the chain distribution model, and (2) the contract law rules are limited to consumer relations.

The chain economy vs the triangle economy

One of the fundamental challenges when it comes to adjusting the EU regulatory framework to take into consideration the needs of the platform economy is that it is based on the chain economy model. The best illustration comes from the Consumer Sales Directive,⁹ Article 2(2) of which provides that consumer goods are presumed to be in conformity with the contract if they show the quality and performance that are normal in goods of the same type, and that the consumer can reasonably expect given the nature of the goods and given any public statements made about the specific characteristics of the goods by the seller, the producer or his representative, particularly concerning advertising or labelling. The producer here means the manufacturer of consumer goods, the importer of consumer goods into the Community, or any person purporting to be a producer. Next, with regards to the right of redress, Article 4 clarifies that, where the final seller is liable to the consumer because of a lack of conformity resulting from an act or omission by the producer, a previous seller in the same chain of contracts or any other intermediary, the final seller is entitled to pursue remedies against the person or persons liable in the contractual chain, as provided for by national law.

This assumption concerning the contract structure has also been accepted by the Digital Content Directive proposal, which clarifies in its Article 6(2)(c) on conformity that any public statement made by or on behalf of the supplier, or other persons in earlier links of the chain of transactions, might have an impact on establishing whether or not the digital content is in conformity with the contract. Regarding the right to redress, motive 47 explains that a lack of conformity with the contract of the final digital content, as supplied to the consumer, is often due to one of the transactions in a chain from the original designer to the final supplier. While the final supplier should be liable towards the consumer in the event of a lack of conformity with the contract between these two parties, it is important to ensure that the supplier has appropriate rights towards the various members of the chain of transactions in order to be able to cover his liability towards the consumer. However, it should be for the applicable national law to identify the members of the chains of transactions against which the final supplier can turn, as well as the modalities and conditions of such actions. The rule is set out in Article 17, according to which, if the supplier is liable to the consumer because of any failure to supply the digital content or a lack of conformity with the contract resulting from an act or omission by a person in earlier links of the chain of transactions, then the supplier is entitled to pursue remedies against the liable person or persons in the chain of transactions, as provided for in national law.

Consumer-oriented EU contract law

The EU consumer *acquis*, quite naturally, focuses on consumer contracts, i.e. contracts where businesses enter into relations with consumers (defined in Article 2(1) of the Consumer Rights Directive as any natural person who is acting for purposes that are outside of his trade, business, craft or profession). The platform economy reaches beyond the consumer protection paradigm, as platforms engage various groups of users depending on the type of platform. Hardly ever, however, is it possible to simply claim that a clear majority of users are consumers, which would make the platform-user contracts a form of consumer contract. The users' status is also important for establishing the regime applicable to supplier–customer contracts (the EU rules will apply only in the case of consumer contracts, which depends on the customer's status).

The distinction between consumers and businesses has never been perfectly clear,¹⁰ but the platform economy has significantly increased the importance of the “grey area”, where the status of the concerned party evolves from the consumer to the business, and as such escapes easy qualifications. The characteristic feature of the platform economy is that the distinction between consumers and businesses becomes blurred as the result of the given party’s engagement into activities on the platform. A good example here are the collaborative economy platforms, which normally initially involve transactions between private persons on an occasional basis, but with a tendency of the parties’ status to evolve to micro and small enterprises. This makes the applicability of the consumer *acquis* at best difficult, but normally impossible.

4. FROM THE DISCUSSION DRAFT DIRECTIVE ON ONLINE INTERMEDIARY PLATFORMS TO THE ELI MODEL RULES

In October 2015, a group of researchers from the University of Osnabrück (Germany) and the Jagiellonian University Krakow (Poland) established a European network of scholars (the Research Group on the Law of Digital Services) to draw up a Discussion Draft of a Directive on Online Intermediary Platforms.¹¹ The Research Group took the position that the rapid growth of online intermediary platforms not only brings new challenges to existing business models, but also triggers the need for debate on whether it is necessary to adjust the EU consumer and market practices law, taking into account the changing market structure.¹² The Research Group has never advocated for swift legislative action at the EU level, its aim was merely to encourage and make a contribution to the European debate: to pin-point the regulatory needs and inspire potential solutions. The Draft Directive was supposed to give a clearer picture of how a concrete regulatory instrument – if necessary – might look.¹³ The Draft was published in August 2016,¹⁴ and the project was taken up by the European Law Institute in September 2016. Under the auspices of the ELI, the Draft Directive serves as a starting point for drawing up Model Rules on Online Intermediary Platforms. Such Model Rules can be used for various purposes, i.e. as a source of inspiration for legislation at a national or EU level, but also self-regulation. An official presentation of the Model Rules is planned for 2018.

5. THE DISCUSSION DRAFT ON ONLINE INTERMEDIARY PLATFORMS

The Discussion Draft published in April 2016 took the triangle-relation as the qualifying element to distinguish a platform. Article 1(1) clearly specifies that it applies where contracts for the supply of goods, services or digital content are concluded between a supplier and a customer with the help of an online intermediary platform. The scope of the Discussion Draft focuses on “market-place” type platforms, i.e. it is limited to situations where the supplier provides goods, services or digital content to a customer against the payment of a monetary price (Article 2(e)). Extending the scope of the application to cover other counter-performances, in particular data and contracts for barter is currently under debate (the applicability of the rules to ‘social platforms’ where goods or services are exchanged on a not-for-profit basis, or where interactions between users do not have directly commercial purposes, for example dating or gaming activities).

The aim of the Draft Directive was to deal with two out of the three angles of the triangle, i.e. the contract between the platform and the customer, and the platform and the supplier. The third contract, between the customer and the supplier, as a rule remains outside the scope of application.

The Discussion Draft contains the following building blocks:

1. Platforms’ duties towards users that include rules on the platform’s transparency (the way in which the information should be provided and the transparency of listings), communication via the platform, a reputational system and a specific duty to protect

users on obtaining credible evidence of criminal conduct or conduct that is likely to cause physical injury, a violation of privacy, imprisonment, etc.

2. Platforms' duties towards customers, i.e. the duty to inform the customer, before concluding a supplier–customer contract that the customer will be entering into a contract with a supplier, rather than the platform operator.
3. Platforms' duties towards suppliers, i.e. the duty to inform the supplier, before entering into a contract with the platform, that the supplier will independently conclude contracts with customers on the platform, and the impact that the platform can have on such contracts (i.e. fees due to the platform operator, whether the platform provides a payment mechanism, selects customers for the supplier and establishes a communication transfer).
4. Platforms' liability rules, where as a rule a platform that is merely an intermediary, and presents itself in a transparent way as such, bears no liability under the supplier–customer contract. However, if the customer can reasonably rely on the platform's predominant influence over the suppliers, then the platform is jointly liable with the suppliers for the non-performance of the supplier–customer contract.

6. A “LIGHT TOUCH” REGULATION

The platform economy is still at a rather early stage of its development, and a heavy-handed regulatory approach could create the risk of stifling innovation and creativity. At the same time, it is necessary to ensure that basic values, in particular consumer protection and fair competition, are also protected under the new market conditions.¹⁵ What is important at this stage, therefore, is identifying the aspects of the platform economy that are potentially problematic in practice, and considering whether they are susceptible to a “light touch” regulation, i.e. a humble legislative intervention, with a relatively far-reaching results.

The evident choices for a “light touch” regulation include the following:

1. Clarifying the status of a platform operator;
2. Clarifying the status of the platform users;
3. Establishing rules on reputational systems.

Clarifying the position of the platform

Since the predominant arrangement underlying the EU legislation is the chain model of contracts, the triangle structure used by platforms does not make an easy fit. In other words, EU law does not provide a clear answer to the question about the platform's position within contractual relations, and what legal consequences follow from the platform's engagement into the process of concluding (and potentially performing) contracts between customers and suppliers.

The platform operator's engagement in the triangle relation it organises can take various forms: from a barely marketplace organiser that allows the parties to act independently on that market, to a party that sets the terms and conditions for the contracts concluded between customers and suppliers, and to a party involved in the performance of the contract. The expectations that users could reasonably have towards the platform should be correlated with the platform's engagement in the triangle relationship. The platform operator is in a position to clarify the scope of its own engagement. This solution comes down to granting proper market transparency, and does not unduly burden the platform operator.

This idea is embedded in Article 16(1) of the Draft Directive, according to which a platform operator who presents itself to customers and suppliers as an intermediary in a prominent way is not liable for non-performance under supplier-customer contracts. Article 18 complements this rule, setting the grounds for the platform's liability. If the customer can reasonably rely on the platform operator having a predominant influence over the supplier,

the platform operator is jointly liable with the supplier for the non-performance of the supplier-customer contract. This idea is also present in the CJEU case C-149/15 of 9 November 2016 (Wathelet case), in which the Court decided that, in circumstances when the consumer can easily be misled in light of the conditions in which the sale is carried out, it is necessary to afford the latter enhanced protection. Therefore, the seller's liability, in accordance with the Consumer Sales Directive, must be capable of being imposed on an intermediary who, by addressing the consumer, creates a likelihood of confusion in the mind of the latter, leading him to believe in its capacity as the owner of the sold goods.

Solving the prosumer problem in the platform's context

The next area that could benefit from a "light touch" legislative intervention is clarifying the users' status. As explained above, their increasingly fluid standing challenges (or prevents) the possibility of applying the consumer *acquis* in platform relations. For example, as the Commission explains, under the UCPD, the qualification of whether a person is a "trader" or not is the outcome of a case-by-case assessment, which has to take all factual aspects into account, such as whether an essential part of that person's income stems from a given collaborative economy activity.¹⁶

This problem can be addressed in two dimensions. First, since the differences between professionals and non-professionals are very often inconsequential in a digital world, the platform should approach all its users in an equal way, irrespective of status. That would mean that the existing consumer *acquis* could apply to all contracts between platforms and users. Second, the fact that the platform organises the market place and allows the users to enter it, puts the platform in a position where it can, in a relatively easy manner, clarify the users' status (at least for the platform's operational purposes). If a platform allows non-professionals to join the platform as suppliers, it should inquire about the status of suppliers (whether a consumer contract will be created if a private person enters into a contract with the supplier). In addition, if a doubt arises as to the non-professional status of the supplier, the platform should be obliged to undertake the appropriate actions to clarify it.

This approach takes as a starting point the approach towards platforms suggested by the Commission,¹⁷ which assumes that platforms that are considered "traders" should take appropriate measures to – without amounting to a general obligation to monitor or carry out fact-finding actions – enable relevant third party traders to comply with EU consumer and marketing law requirements, and enable users to clearly understand with whom they are possibly concluding contracts. This would include, for example, allowing relevant third party traders to clearly indicate that they act as traders towards the platform users, or would allow platforms to design their web-structure in a way that enables third party traders to present information to platform users in a way required by EU marketing and consumer law.

Regulating reputational systems

Reputational systems (which are always constructed as platforms) constitute one of the building blocks of the digital market. They are inevitable for creating trust-based markets (the trust economy, the reputation economy), which drive the development of platform-based economies. Reputational systems are a tool that helps to effectively combat the lack of balance between the parties to consumer contracts that stem from the informational imbalances between the parties. In addition, they operate as a market corrective measure that, based on market transparency, can eliminate badly-performing parties from the market. A properly functioning reputational system can contribute to easing the regulatory environment, based on self-corrective market actions.¹⁸

The potential of reputational systems to improve the functioning of the market will be fully utilised only when the systems themselves function in a fair and transparent manner, creating a level playing field for all market participants. The current market practice shows however, that reputational systems are as susceptible to corruptive measures as any other market

phenomena. The market has already witnessed attempts to compromise the market potential of reputational systems by corrupting its functioning.¹⁹

The elements that the reputational systems are composed of, and which need to be considered when creating the level playing field, include the following:

- the obligation of the platform operator to provide information on the ways of collecting, processing and publishing ratings and reviews;
- the obligation of a platform operator that claims ratings or reviews are based on a verified transaction to verify the authenticity of the rating or review;
- an indication of whether a review has been solicited in exchange for a benefit (if such solicitation is permitted);
- the policy relating to rejecting reviews;
- the policy relating to publishing reviews (how quickly, in what order, whether viewing reviews in a chronological order should always be possible, how long the review should stay on-line, etc.);
- how consolidated ratings are constructed (i.e. the total number of individual ratings used to generate the consolidated ratings, and the value given to a particular rating).

The relevance of reputational systems exceeds the scope of the platform economy. It is equally important for the traditional structure markets (both on- and off-line), where reputational systems are not integrated within the market to which they refer, but are located externally, and serve solely as a self-standing platform to express and exchange opinions. Therefore, reputational systems can be regulated either in relation to the platform economy, or as a self-standing block of the digital single market.

With regards to reputational systems it is possible to rely on standardisation attempts, such as the Draft ISO 20488:2016 on Online consumer reviews – Principles and requirements for their collection, moderation and publication. This would also be in line with the Standardisation Package announced by the European Commission.²⁰

7. CONCLUSIONS

The future approach towards the platform economy is clearly a political question. However, if the need to proceed with a legislative action is accepted, there are two fundamental matters that need to be addressed: (1) how such intervention should be designed, and (2) what the scope of the intervention should be.

Legislative design

The choice relating to the possible legislative design requires answering the question as to whether the future regulation should take the form of a self-standing act (which would allow comprehensive and possibly far-reaching norms, which could include, for example, rules on the platform's liability), or whether it should be limited to a "light touch" regulation, i.e. fitting the rules on platforms into the existing EU legislative scheme. If the latter option is pursued, several policy choices appear. Introducing platform regulations can be seen either as a part of drawing up EU market regulations, extending an EU scheme that aims to ensure contractual fairness, or simply updating the EU consumer *acquis*. It seems, however, that only the market regulation scheme (in particular the E-Commerce Directive and the Misleading and Comparative Advertisement Directive) offer regulatory space that would provide an adequate response to the needs of the platform economy (in principle – they are not restricted to B2C contracts). The subjective limitations of the consumer *acquis* or (when taking an alternative point of view on EU law) the EU fairness schemes apply in principle only to consumer contracts, which constitutes an unnecessary self-limitation and does not correspond with the reality in which the platform economy operates.

The scope of legislative intervention

When it comes to the possible scope of legislative intervention, there are three topics that would be relatively easy to introduce, and would definitely offer added value to the current legislative environment: (1) clarification of the platforms' status, (2) clarification of the users' status, and (3) regulating reputational systems. Clarification of the platforms' status could improve the transparency of the market and increase users' understanding when it comes to the position of the platform, which fits well with the rationale of the existing *acquis*. A further going legislative action, i.e. introducing the platform's liability, would require a more elaborate, fully fleshed out piece of legislation. Clarification of the users' status to enhance the way in which platforms function would constitute a targeted, platform-focused action, and would not cause far-reaching changes to the structure of the existing EU regulation. Rules on reputational systems – introduced either as a self-standing act, or as a part of a larger agenda – would trigger an issue of fundamental importance for the digital market.

- ¹ Jean-Charles Rochet & Jean Tirole, 'Platform Competition in Two-Sided Markets' [2003] Journal of the European Economic Association 990.
- ² Joint Letter from the governments of eleven member states to Vice-president Andrus Ansip, 4 April 2016, available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/513402/platforms-letter.pdf, accessed on 11 April 2017.
- ³ Projet de loi N° 3318 of 9 December 2015.
- ⁴ Act No 2016-1321.
- ⁵ Proposta di legge N° 3564 of 27 January 2016.
- ⁶ Bundesministerium für Wirtschaft und Energie, 'Grünbuch Digitale Plattformen' (May 2016), available at <http://www.bmwi.de/Redaktion/DE/Publikationen/Digitale-Welt/gruenbuch-digitale-plattformen.html>, accessed 6 July 2017.
- ⁷ Communication on Online Platforms and the Digital Single Market, COM(2016) 288 final, p. 2.
- ⁸ Communication on Online Platforms and the Digital Single Market, COM (2016) 288 final, p. 5.
- ⁹ This directive would normally not apply to the platform users' contracts, but this is a fundamental piece of legislation for the consumer *acquis* that exerts an impact on the *acquis* (i.e. the Consumer Rights Directive or the Digital Content Directive)
- ¹⁰ See for example: CJEU case C-537/13 of 15 January 2015 (Birutė Šiba v Arūnas Devėnas) or CJEU case C-110/14 of 3 September 2015 (Horațiu Ovidiu Costea v SC Volksbank România SA).
- ¹¹ https://www.elsi.uni-osnabrueck.de/projekte/model_rules_on_online_intermediary_platforms.html
- ¹² Research group on the Law of Digital Services, Discussion Draft of a Directive on Online Intermediary Platforms, EUCML 4/2016, p. 164.
- ¹³ Ibidem.
- ¹⁴ Discussion Draft of a Directive on Online Intermediary Platforms, EUCML 4/2016, p. 164 et seq., the text of the Discussion Draft is available at: https://www.elsi.uni-osnabrueck.de/projekte/model_rules_on_online_intermediary_platforms/discussion_draft.html.
- ¹⁵ Research group on the Law of Digital Services, Discussion Draft of a Directive on Online Intermediary Platforms, EUCML 4/2016, p. 165.
- ¹⁶ Commission Staff Working Document Guidance on the Implementation/Application of Directive 2005/29/EC on Unfair Commercial Practices, Brussels, 25.5.2016, SWD(2016) 163 final.
- ¹⁷ Commission Staff Working Document Guidance on the Implementation/Application of Directive 2005/29/EC on Unfair Commercial Practices, Brussels, 25.5.2016, SWD(2016) 163 final, p. 114.
- ¹⁸ See: C. Busch, "Crowdsourcing consumer confidence. How to regulate online rating and review systems in the collaborative economy", in: European Contract Law and the Digital Single Market. The Implications of the Digital Evolution, (ed.) A. De Franceschi, Intersentia 2016, pp. 223-243.
- ¹⁹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/436238/Online_reviews_and_endorsements.pdf
- ²⁰ Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions, European Standards for the 21st Century, COM(2016),358 final.

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