

## ΝΕΑ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ (ΕΡΕΥΝΑ)

### ΓΙΑ ΤΗΝ ΑΝΑΘΕΩΡΗΣΗ ΤΩΝ ΟΔΗΓΙΩΝ ΤΗΣ ΕΥΡΩΠΑΙΚΗΣ ΕΝΩΣΗΣ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ

Η Ευρωπαϊκή Επιτροπή ολοκλήρωσε πρόσφατα την Έκθεση Ελέγχου της καταλληλότητας και της αποτελεσματικότητας των Οδηγιών που σχετίζονται με τους καταναλωτές και την εμπορία προϊόντων καθώς και της Ευρωπαϊκής Οδηγίας για τα δικαιώματα των καταναλωτών.

Τα αποτελέσματα της αξιολόγησης επιβεβαίωσαν ότι το νομοθετικό πλαίσιο της Ευρωπαϊκής Ένωσης για την προστασία των καταναλωτών παραμένει κατάλληλο για το σκοπό αυτό. Οι ισχύουσες Οδηγίες, όταν εφαρμόζονται αποτελεσματικά, κατορθώνουν να λύνουν τα προβλήματα που αντιμετωπίζουν σήμερα οι ευρωπαίοι καταναλωτές, ακόμη και σε ηλεκτρονικές αγορές. Επίσης τα αποτελέσματα κατέδειξαν την ανάγκη να βελτιωθεί η ευαισθητοποίηση, η επιβολή κανόνων και ευκαιριών αποζημίωσης, ώστε να αξιοποιηθεί στον καλύτερο βαθμό η ισχύουσα νομοθεσία.

Στο πλαίσιο αυτό, η Ευρωπαϊκή Επιτροπή ξεκίνησε μια ανοιχτή δημόσια διαβούλευση για την **αναθεώρηση των οδηγιών της Ευρωπαϊκής νομοθεσίας για τους καταναλωτές, με την οποία ζητά τις απόψεις των ενδιαφερομένων για όλες τις πιθανές συνέπειες της νομοθεσίας.**

Η διαβούλευση αυτή είναι μια ευκαιρία για τις Μικρομεσαίες Επιχειρήσεις (ΜμΕ) να εκφράσουν τις απόψεις τους όσον αφορά τις **πιθανές επιπτώσεις που ενδέχεται να έχουν οι προβλεπόμενες νομοθετικές αλλαγές στις επιχειρήσεις που πωλούν αγαθά ή υπηρεσίες σε καταναλωτές στην Ευρώπη.**

Η έρευνα απευθύνεται σε όλες τις ΜμΕ που συσχετίζονται με καταναλωτές και αποτελείται από **τρία μέρη:**

- I. Το πρώτο μέρος περιέχει γενικά ερωτήματα σχετικά με την κάθε επιχείρηση
- II. Το δεύτερο μέρος έχει δύο τμήματα:
  - i. Δυνατότητες αποκατάστασης (όπως λήξη σύμβασης, επανάκτηση χρημάτων) για τους καταναλωτές που είναι θύματα αθέμιτων εμπορικών πρακτικών
  - ii. Καλύτερη επιβολή ποινών - ενίσχυση κυρώσεων σε περίπτωση παραβίασης των



κανόνων προστασίας των καταναλωτών

- III. Το τρίτο μέρος περιλαμβάνει τρία ειδικά ερωτηματολόγια σχετικά με τα ακόλουθα θέματα:
- i. Πιθανή απλούστευση των υφιστάμενων Οδηγιών σχετικά με τις ηλεκτρονικές συναλλαγές, κυρίως των Οδηγιών που σχετίζονται με το δικαίωμα υπαναχώρησης, το οποίο αναφέρεται στην περίοδο των 14 ημερών κατά την οποία οι καταναλωτές μπορούν να ακυρώσουν την παραγγελία και να επιστρέψουν το προϊόν που αγοράστηκε ηλεκτρονικά.
  - ii. Στοχευμένη αναθεώρηση των Οδηγιών για τη βελτίωση της διαφάνειας των θέσεων αγοράς στο διαδίκτυο
  - iii. Στοχευμένη αναθεώρηση των Οδηγιών σχετικά με τις "δωρεάν" ηλεκτρονικές υπηρεσίες, οι οποίες αναφέρονται σε ηλεκτρονικές υπηρεσίες για τις οποίες οι καταναλωτές δεν πληρώνουν με χρήματα αλλά παρέχουν δεδομένα (π.χ. αποθήκευση δεδομένων σε cloud, ηλεκτρονική μάθηση, κοινωνικά μέσα, ηλεκτρονικό ταχυδρομείο, υπηρεσίες επικοινωνίας)

**Για την δική σας διευκόλυνση, η έρευνα είναι οργανωμένη με τέτοιο τρόπο ώστε να μπορείτε να επιλέξετε να απαντήσετε είτε σε όλα τα μέρη είτε μόνο στο συγκεκριμένο ερωτηματολόγιο που θεωρείτε πιο σχετικό με εσάς.**

Η διαβούλευση αυτή θα βοηθήσει την Ευρωπαϊκή Επιτροπή **να προτείνει πιο αποτελεσματικούς κανονισμούς τόσο για τους καταναλωτές όσο και για τις επιχειρήσεις**. Συνεπώς, η συμβολή σας σε αυτή την έρευνα είναι πολύ σημαντική.

Για το λόγο αυτό παρακαλούμε όπως συμπληρωθεί το ερωτηματολόγιο που ακολουθεί και σταλεί στο φαξ. 22661044 ή στο email [stalo@ccci.org.cy](mailto:stalo@ccci.org.cy) **το αργότερο μέχρι τη Δευτέρα, 18 Σεπτεμβρίου 2017.**

Σας ευχαριστούμε εκ των προτέρων και αναμένουμε τη θετική σας ανταπόκριση.

Με εκτίμηση,

Στάλω Δημοσθένους Κούλεντρου  
Ανώτερη Λειτουργός, ΚΕΒΕ  
Τμήμα Εκπαίδευσης & Ευρωπαϊκών Προγραμμάτων

# SME panel consultation - Targeted revision of EU consumer law

Fields marked with \* are mandatory.

## A. Questions about you

---

1. In which country is your enterprise established?

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Slovak Republic
- Slovenia
- Spain
- Sweden
- United Kingdom
- Other

Other country, please specify:

2. What is the size of your enterprise:

- Self-employed
- Micro enterprise (1-9 employees)
- Small enterprise (10-49 employees)
- Medium enterprise (50-249 employees)
- Large enterprise (250+ employees)

3. What was the approximate turnover of your enterprise in the last financial year?

 EUR

## Questions which will help you filling in the questionnaires most relevant to your enterprise

4. Does your enterprise market or sell goods/services to consumers?

- Yes
- No

5. What is the main activity of your enterprise?

- o Sale of goods
- o Provision of services
- o Provision of digital content
- o Manufacturing of goods
- o Online marketplace (i.e. allowing consumers and traders to conclude online sales and service contracts on the online marketplace's website)
- o Other

If "Other" above, please specify:

6. Which sales channel(s) do(es) your enterprise use to sell to consumers in the EU? [more than one choice possible]

- Online (over the internet)
- Brick and mortar shop
- Doorstep selling /Off-premises selling
- Other

If "Other" above, please specify:

6a. [If you replied "Online" in Question 6] Does your enterprise use online marketplaces to sell your products/services?

- Yes
- No

6b. [If you replied "Provision of services" in Question 5 and "online" in Question 6] Does your enterprise provide "free" online services?

For information - "Free" online services refer to online services for which consumers do not pay with money but provide data (e.g. cloud storage, e-learning, social media, email, communication services).

- Yes
- No

7. Does your enterprise's business activity involve sales to the following markets? Please tick all boxes that apply.

- National market
- Markets in other EU countries
- Markets outside the EU

7a. [If you replied "online" in Question 6 and "Markets in other EU countries" in Question 7] **To how many EU countries do you sell?**

- 1 country
- 2-3 countries
- More than 3 countries

## General questionnaire

---

### B.1. section: Right to individual redress/remedies for victims of unfair commercial practices

["Redress/remedies" refers to what consumers can get to remedy the situation when their consumer rights have been breached (e.g. terminating the contract, getting their money back)].

Current EU rules do not give consumers who have suffered harm from unfair commercial practices, such as misleading advertising, any individual rights to remedy their situation. Furthermore, the consumer's right to remedies/redress for harm caused by unfair commercial practices are not always sufficiently guaranteed under national law. Different and ineffective national rules on remedies/redress lead to costs for traders engaging in cross-border trade and detriment for consumers resulting from continued existence of many breaches of the law on national and cross-border level. These problems lead to lack of consumer trust in purchasing, particularly cross-border.

1. Should there be an EU-wide right for consumers to claim remedies directly from the traders who have harmed them with their unfair commercial practices?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

1a. Please explain your reply.

2. Please estimate the resources your enterprise needs to invest, when selling to another EU country, to check compliance with and adjust business practices to national rules related to remedies for consumers that have been harmed by unfair commercial practices?

You may wish to answer either in staff time or in amount in Euros, or both.

One-off costs: Please estimate the one-off resources you need to invest in order to enter a new EU market, on average per Member State.

Regular costs: Please estimate the resources you need to invest on a regular basis to comply with different national rules, on average per Member State.

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off costs		
Annual regular/running costs		

3. Do these costs (resources needed) have an impact on your decision to enter other EU markets or not?

- It encourages my enterprise to enter other EU markets
- It has no significant impact on my enterprise's decision to enter other EU markets
- It discourages my enterprise from entering other EU markets
- Do not know

4. If a new EU rule was introduced to grant consumers an EU-wide right to claim remedies directly from the trader who has harmed them with unfair commercial practices, would this have an impact on your enterprise's decision to enter other EU markets?

- It would encourage my enterprise to enter other EU markets
- It would have no significant impact on my enterprise's decision to enter other EU markets
- It would discourage my enterprise from entering other EU markets
- Do not know



5. Please estimate the resources your enterprise would need to invest due to a possible new EU consumer right to claim remedies for harm suffered from unfair commercial practices?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please indicate the one-off resources you would need to invest to ensure compliance with this new rule. (e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular costs: Please estimate the resources you would need to invest on a regular basis to comply with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off costs		
Annual regular/running costs		

6. Please estimate the savings for your enterprise of introducing an EU wide right to individual remedies for victims of unfair commercial practices?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

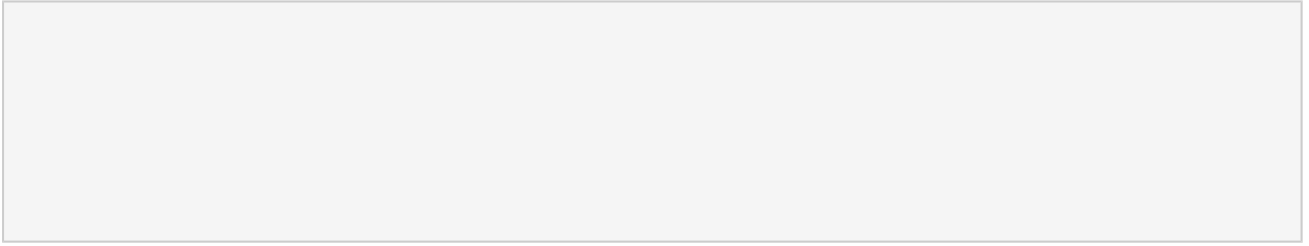
One-off costs: Please indicate the one-off resources you would need to invest to ensure compliance with this new rule. (e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular costs: Please estimate the resources you would need to invest on a regular basis to comply with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off savings		
Annual regular/running savings		

7. Please feel free to explain your replies and add any other comment.



## B.2. section: Better enforcement - Strengthening penalties for breaches of consumer rules

"Penalties" refers to a punishment imposed or to be imposed for a violation of consumer protection rules.

"Fines" refers to monetary penalties.

Penalties for lack of compliance with consumer law, as foreseen under national law, are not always effective, proportionate and dissuasive enough to prevent lack of compliance by traders, which leads to consumer detriment. Penalties represent an important part of national enforcement systems, as they have an impact on the degree of deterrence provided by public enforcement. Today, fines for breaches of consumer law vary significantly between Member States, both as regards the way in which they are calculated and their maximum level.

1. Do you consider that in your country the fines imposed for the following breaches of EU consumer law are in general proportionate compared to the traders' economic strength (for example in terms of turnover)?

	Yes, the fines are proportionate	No, the fines are too high for economically weaker companies	No, the fines are too low for economically strong companies	Do not know
Use of unfair standard contract terms in breach of the Unfair Contract Terms Directive 93/13/EEC (example of an unfair contract term: a term which denies the consumer's right to bring a case to court in case of problems with the trader)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Engaging in unfair commercial practices in breach of the Unfair Commercial Practices Directive 2005/29/EC (example of an unfair commercial practice: unsolicited, constant phone calls asking the consumer to buy something)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Failure to provide pre-contractual information or other breach of the Consumer Rights Directive 2011/83/EU (example of a breach of the Consumer Rights Directive: failure to provide consumers with mandatory information about the product)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Breaches of the Sales and Guarantees Directive 1999/44/EC (example of a breach of the Sales and Guarantees Directive: failure to provide remedies in case of a faulty product)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Failure to display the product's price per unit (e.g. per liter or kg) in breach of the Price Indication Directive 98/6/EC	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. In your view, which of the following measures is the most proportionate, effective and dissuasive, taking into account the trader's economic strength (for example in terms of turnover)? (single-choice question)

- Maximum level of fines is expressed as an absolute lump-sum amount (for example a fine may go up to maximum of 100.000 EUR)
- Maximum level of fines is expressed as a percentage of the trader's turnover (for example, maximum fine may go up to X% of trader's turnover)
- Maximum level of fines is expressed as an absolute amount or a percentage of the trader's turnover whichever is higher (for example, up to 100 000 EUR or up to X% of trader's turnover, whichever is higher)
- Other (Please explain below)

Other (Please explain)

3. In your view, what would be the impact of strengthening penalties under EU consumer protection law on the following?

	Significant positive impact	Moderate positive impact	No impact	Moderate negative impact	Significant negative impact	Do not know
Compliance by traders with consumer protection rules	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Level playing field to the benefit of compliant traders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Level playing field between the traders operating in different EU Member States	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Level playing field between traders of different economic strength	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consumer trust	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. What would be the impact of strengthening penalties at EU level on the costs of your enterprise?

- There will be no impact on costs
- Costs will increase
- Costs will decrease
- I don't know

5. Please feel free to explain your replies and add any other comment.

## C. SPECIFIC QUESTIONNAIRES

---

According to your replies in the first part ("questions about you"), the following questionnaires appear most relevant for your enterprise:

Your enterprise sells goods online or is interested in doing so? (for example, you have filled in "Sale of goods" in question 5 and "online (over the internet)" in question 6).

You may also want to fill in the specific questionnaire C.1. "Possible simplification of existing rules concerning online transactions – in particular on the rules on the right of withdrawal" (maximum 4 questions)

Your enterprise is an online market place or is selling through online market places, or it is interested in doing so? (for example, you have filled in "Online market place" in Question 5 or "yes" in Question 6a)

You may want to fill in the specific questionnaire C.2. "Targeted revision of rules on the transparency obligations of online marketplaces" (maximum 12 questions)

Your enterprise provides free online services or is interested in doing so? (for example, you have filled in "yes" in Question 6b)

You may want to fill in the specific questionnaire C.3. "Targeted revision of rules on "free" online services" (maximum 11 questions)

### C.1. Possible simplification of existing rules on online transactions, in particular the rules on the right of withdrawal

---

Right of withdrawal - right for the consumer to cancel the contract concluded online within 14 days

In the evaluation of the Consumer Rights Directive (CRD), some businesses, and especially SMEs, reported specific burdens in complying with the 14-days right of withdrawal (the "cooling-off" period during which consumers may cancel the order and return products bought online). Specifically, some of them criticise the CRD rule which requires the trader to refund the consumer as soon as the consumer provides evidence of having returned the goods. As a consequence, the trader may have to refund the consumer before he is in a position to determine whether the goods have been used more than necessary to try them out and therefore have a diminished value.

1. Over the last two years, has your enterprise faced unnecessary and/or disproportionate burdens due to the following obligations related to the right of withdrawal (right for the consumer to cancel the contract within 14 days)?

	Yes, often	Yes, sometimes	Yes, rarely	Never
Obligation to accept the return of goods bought online which consumers have used more than what they could have done in a brick and mortar shop (e.g. to check the size), thus requiring you to calculate the diminished value of the used good, to resell it as second-hand good and/or to dispose of it as waste)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Obligation to reimburse the consumer without having the possibility to inspect the returned goods as soon as the consumer has supplied evidence of having sent them back.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

1a. <If you replied "yes" to the previous question>

Which of the following problems has your enterprise faced?

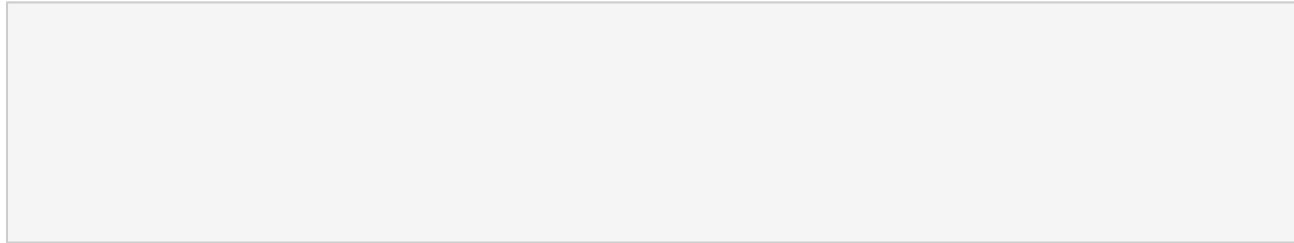
	To a significant extent	To some extent	Not at all	Do not know
Costs resulting from difficulties with assessing the 'diminished value' of returned goods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs resulting from practical difficulties in recovering costs from the consumer (e.g. under national rules you have to reach an agreement with the consumer on the diminished value)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs resulting from your decision to not charge the consumer with costs from a customer relations' viewpoint (e.g. to avoid damages to your company's reputation)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs resulting from difficulties with reselling returned goods with diminished value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs related to the disposal of returned goods as waste	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs related to reimbursement of the price for goods which you never received back	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



1b. What are your enterprise's estimated losses related to the previously mentioned obligations?

	Absolute annual losses over the past
<p>Obligation to accept the return of goods bought online which consumers have used more than what they could have done in a brick and mortar shop (e.g. to check the size), thus requiring you to calculate the diminished value of the used good, to resell it as second-hand good and/or to dispose of it as waste.</p>	
<p>Obligation to reimburse the consumer without having the possibility to inspect the returned goods as soon as the consumer has supplied evidence of having sent them back (e.g. goods were never returned back)</p>	

2. Please feel free to explain your replies and add any other comment.



## C.2. Targeted revision of transparency obligations for online marketplaces

---

An 'online marketplace', in the following questions, is a service provider which allows consumers and traders to conclude online sales and service contracts on its website.

The Fitness Check and the evaluation of the Consumer Rights Directive (CRD) showed that some consumers are confused when using online marketplaces. Firstly, it often seems unclear whether consumers buy from the platform itself or from someone else. Secondly, it is often not clear whether the contracting party acts as a trader, and is therefore subject to EU consumer law, or as a non-trader, against whom EU consumer rights cannot be invoked. For example, in a case leading to a reference for a preliminary ruling at the Court of Justice of the European Union, a consumer buying on a platform was denied the right to withdraw from the contract under the Consumer Rights Directive. Only then did the consumer learn that the seller was claiming not to be a trader (Case C-105/17 Kamenova).

1. Does your enterprise incur costs when trading or considering to trade with consumers cross-border due to the following?

	Yes, to a significant extent	Yes, to some extent	No	Do not know	Not applicable
Costs in replying to enquiries from consumers as to who is their contract partner (whether it is the online marketplace or the trader selling through the online marketplace) and whether consumer law applies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs in replying to enquiries from consumers as to who is liable for the performance of contracts, e.g. legal guarantee in case of defective goods, right to withdraw within 14 days 'cooling off' period, late delivery (whether responsibility lies with the online marketplace or with another trader)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs in complying with national rules, requiring your enterprise to disclose to consumers with whom they are concluding their contracts and whether consumer law applies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. What are your estimated costs due to a need to adapt to different national rules related to information obligations on online 'marketplaces' about the following?

You may wish to answer either in staff time or in amount of Euros, or both in case you incur staff and other costs.

One-off costs: Please estimate the one-off resources you need to invest in order to enter a new EU market, on average per Member State.

Regular costs: Please estimate the resources you need to invest on a regular basis to comply with different national rules, on average per Member State.

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time)
One-off costs	
Annual regular/running costs	

3. How much staff time or other resources do you need, when entering another EU country's market, for complying with national rules of the other Member State requiring you to disclose the identity of the contracting party and/or who is liable for contracts concluded through online marketplaces?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please estimate the one-off resources you need to invest in order to enter a new EU market, on average per Member State.

Regular costs: Please estimate the resources you need to invest on a regular basis to comply with different national rules, on average per Member State.

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off costs		
Annual regular/running costs		

4. Please explain in particular the nature of your other costs/activities. If you cannot quantify the resources involved, please describe the needed adjustments.

5. Do these costs have an impact on your enterprise's decision to enter other EU markets or not?

- It encourages my enterprise to enter other EU markets
- It has no significant impact on my enterprise's decision to enter other EU markets
- It discourages my enterprise from entering other EU markets
- Do not know

6. Do you agree that, across the EU, consumers buying on online marketplaces should be informed about the following?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Whether they buy from the online marketplace itself or from someone else	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Whether the contracting party declares to be a trader or not	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Whether EU consumer rights apply to their transaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. If new harmonised EU rules were introduced requiring online marketplaces to inform consumers about who their contracting party is and whether they enjoy EU consumer rights vis-à-vis that person/entity, would this have an impact on your enterprise's decision to enter other EU markets?

- It would encourage me to enter other EU markets
- It would have no significant impact on my decision to enter other EU markets
- It would discourage me from entering other EU markets
- Do not know

8. Please estimate the costs you think your enterprise would face to comply with such new requirements.

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please indicate the one-off resources you would need to invest to ensure compliance with this new rule. (e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular costs: Please estimate the resources you would need to invest on a regular basis to comply with this new rule. (e.g. manage the updated website)

Note: Please indicate staff time in working days, whereby 1 working day = 8 hours of staff time. Please do not consider staff time for translation. If no staff time is involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off costs		
Annual regular/running costs		

9. Please explain in particular the nature of your costs/activities. If you cannot quantify the resources involved, please describe the needed adjustments:



10. Please estimate the savings for your enterprise of introducing new requirements for online marketplaces to inform consumers about who their contracting party is and whether they enjoy EU consumer rights vis-à-vis that person/entity.

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off savings: Please indicate the one-off resources you would save with this new rules (e.g. no longer having to check compliance with different rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular savings: Please estimate the regular resources you would save with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time)
One-off savings	
Annual regular/running savings	

11. If such new requirements were introduced, what should be the consequences for online marketplaces that fail to comply?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
The online marketplace should become the only one liable for the correct performance of the contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The online marketplace should become jointly liable with the third party supplier for the correct performance of the contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consequences of such non-compliance should be left to national law	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consequences of such non-compliance should be regulated at EU level.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. Please feel free to explain your replies and add any other comment.

### C.3. Targeted revision of rules on "free" online services

---

"Free" online services in the following questions refer to online services for which consumers do not pay with money but provide data (e.g. cloud storage, e-learning, social media, email, streaming services).

The rules under the Consumer Rights Directive (CRD) on pre-contractual information requirements for traders and the 14-days right of withdrawal for consumers apply to all contracts for online provision of digital content (e.g. downloads of software, movies or songs) irrespective of whether the consumer pays with money. On the other hand, these rules only apply to contracts for online services (such as subscriptions to cloud storage services or social networks) for which the consumer pays with money. This calls for discussion of whether consumer protection under the CRD should be extended also to contracts for online services for which the consumer provides data and does not pay with money. In this respect, the upcoming EU rules on consumer remedies regarding 'defective' digital products (rules that are currently negotiated by the European Parliament and the Council) may cover online services irrespective of whether the consumer pays with money or not.

1. Does your enterprise incur costs when trading cross-border due to the following?

	Yes, to a significant extent	Yes, to some extent	No	Do not know	Not applicable to your enterprise
Replying to complaints from consumers that were not informed about the main features of the "free" online service (e.g. its functioning and interoperability with the consumer's hardware and software)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Replying to enquiries from consumers who changed their mind and wish to cancel the "free" online service shortly after the contract was concluded	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Complying with rules of other countries requiring your enterprise to give pre-contractual information to consumers and/or enabling them to cancel "free" online service contracts shortly after the contract is concluded (e.g. within 14 days)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other (please explain below)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Please explain your reply.

in particular, indicate in which Member State(s) you face costs for complying with national rules requiring you to give pre-contractual information to consumers and/or enabling them to withdraw from "free" online service contracts shortly after the contract has been concluded (e.g. within 14 days).

3. How much staff time or other resources does your enterprise need, when entering another EU country's market, for complying with national rules of the other Member State requiring you to give pre-contractual information to consumers and/or enabling them to withdraw from their "free" online service contracts shortly after having concluded the contact (e.g. within 14 days)?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please estimate the one-off resources you need to invest in order to enter a new EU market, on average per Member State (e.g. checking compliance with national rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice).

Regular costs: Please estimate the resources you need to invest on a regular basis to comply with different national rules, on average per country (e.g. handling consumer complaints/ enquiries, monitoring national rules)

Note: Please indicate staff time in working days, whereby 1 working day = 8 hours of staff time. Please do not consider staff time for translation. If no staff time is involved, indicate '0'

	Working days of staff (full time equivalent)	Amount in EUR
One-off costs		
Annual regular/running costs		

4. Do the resources that you need have an impact on your enterprise's decision to enter other EU markets or not?

- It encourages my enterprise to enter other EU markets
- It has no significant impact on my enterprise's decision to enter other EU markets
- It discourages my enterprise from entering other EU markets
- Do not know

5. If a new EU rule was introduced requiring you to give pre-contractual information to consumers about "free" online service contracts, would this have an impact on your enterprise's decision to enter other EU markets?

- It would encourage my enterprise to enter other EU markets
- It would have no significant impact on my enterprise's decision to enter other EU markets
- It would discourage my enterprise from entering other EU markets
- Do not know

6. Please estimate the resources you think you would need to invest to comply with a requirement to give pre-contractual information to consumers about "free" online service contracts.

(e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please indicate the one-off resources you would need to invest to ensure compliance with this new rule. (e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular costs: Please estimate the resources you would need to invest on a regular basis to comply with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time)
One-off costs	
Annual regular/running costs	

7. Please estimate the savings for your enterprise of a new requirement to give consumers pre-contractual information about "free" online service contracts?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off savings: Please indicate the one-off resources you would save with this new rules (e.g. no longer having to check compliance with different rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular savings: Please estimate the regular resources you would save with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off savings		
Annual regular/running savings		

8. If a new EU rule was introduced to extend the right of withdrawal to "free" online services in all Member States (i.e. consumers would be able to cancel, for any reason, such "free" contracts within 14 days), would this have an impact on your enterprise's decision to enter other EU markets?

- It would encourage my enterprise to enter other EU markets
- It would have no significant impact on my enterprise's decision to enter other EU markets
- It would discourage my enterprise from entering other EU markets
- Do not know



9. Please estimate the resources you think you would need to invest to comply with a right of withdrawal for "free" online services.

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

One-off costs: Please indicate the one-off resources you would need to invest to ensure compliance with this new rule. (e.g. checking compliance with the new rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular costs: Please estimate the resources you would need to invest on a regular basis to comply with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time)
One-off costs	
Annual regular/running costs	

10. Please estimate the savings for your enterprise of introducing a right of withdrawal for "free" online services?

You may wish to answer either in staff time or Euros, or both in case you incur staff and other costs.

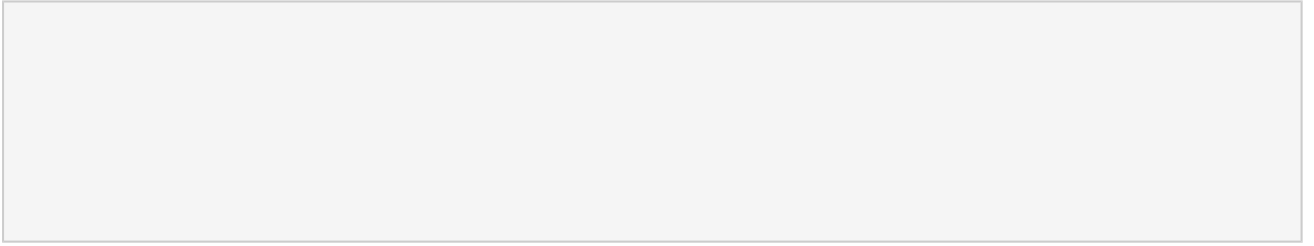
One-off savings: Please indicate the one-off resources you would save with this new rules (e.g. no longer having to check compliance with different rules and adjusting business practices as a result (e.g. update your website), costs of legal/technical advice)

Regular savings: Please estimate the regular resources you would save with this new rule. (e.g. manage the updated website)

(Note: Please indicate in working days, with 1 working day equalling 8 hours of staff time. Please do not consider staff time for translation. If no staff time was involved, indicate '0'.)

	Working days of staff (full time equivalent)	Amount in EUR
One-off savings		
Annual regular/running savings		

11. Please feel free to explain your replies and add any other comment.

A large, empty rectangular box with a thin black border, intended for the user to provide explanations and additional comments. The box is currently blank.