

Regulatory environment for platforms, online intermediaries, data and cloud computing and the collaborative economy

Fields marked with * are mandatory.

Objectives and General Information

The views expressed in this public consultation document may not be interpreted as stating an official position of the European Commission. All definitions provided in this document are strictly for the purposes of this public consultation and are without prejudice to differing definitions the Commission may use under current or future EU law, including any revision of the definitions by the Commission concerning the same subject matters.

You are invited to read the privacy statement attached to this consultation for information on how your personal data and contribution will be dealt with.

This public consultation will close on 30 December 2015 (12 weeks from the day when all language versions have been made available).

The Commission invites all interested parties to express their views on the questions targeting relations between platform providers and holders of rights in digital content (Question starting with "[A1]"), taking account of the Commission Communication "Towards a modern, more European copyright framework" of 9 December 2015. Technical features of the questionnaire have been adapted accordingly.

Please complete this section of the public consultation before moving to other sections.

- Respondents living with disabilities can request the questionnaire in .docx format and send their replies in email to the following address:
CNECT-PLATFORMS-CONSULTATION@ec.europa.eu.
- If you are an association representing several other organisations and intend to gather the views of your members by circulating the questionnaire to them, please send us a request in email and we will send you the questionnaire in .docx format. However, we ask you to introduce the aggregated answers into EU Survey. In such cases we will not consider answers submitted in other channels than EU Survey.
- If you want to submit position papers or other information in addition to the information you share with the Commission in EU Survey, please send them to
CNECT-PLATFORMS-CONSULTATION@ec.europa.eu and make reference to the "Case Id" displayed after you have concluded the online questionnaire. This helps the Commission to properly identify your contribution.
- Given the volume of this consultation, you may wish to download a PDF version before responding to the survey online. The PDF version includes all possible questions. When you fill the survey in online, you will not see all of the questions; only those applicable to your chosen respondent category and to other choices made when you answer previous questions.

* Please indicate your role for the purpose of this consultation

- An individual citizen
- An association or trade organization representing consumers
- An association or trade organization representing businesses
- An association or trade organization representing civil society
- An online platform
- A business, including suppliers using an online platform to provide services
- A public authority
- A research institution or Think tank
- Other

* Please indicate your country of residence

Belgium 

* Please provide your contact information (name, address and e-mail address)

James Waterworth, jwaterworth@ccianet.org, Rond Point Schuman 6, 1040 Brussels

* Is your organisation registered in the Transparency Register of the European Commission and the European Parliament?

Note: If you are not answering this questionnaire as an individual, please register in the Transparency Register. If your organisation/institution responds without being registered, the Commission will consider its input as that of an individual and will publish it as such.

- Yes
- No
- Non-applicable

* Please indicate your organisation's registration number in the Transparency Register

15987896534-82

If you are an economic operator, please enter the NACE code, which best describes the economic activity you conduct. [You can find here the NACE classification.](#)

Text of 3 to 5 characters will be accepted

The Statistical classification of economic activities in the European Community, abbreviated as NACE, is the classification of economic activities in the European Union (EU).

* I object the publication of my personal data

Yes

No

Online platforms

SOCIAL AND ECONOMIC ROLE OF ONLINE PLATFORMS

Do you agree with the definition of "**Online platform**" as provided below?

"Online platform" refers to an undertaking operating in two (or multi)-sided markets, which uses the Internet to enable interactions between two or more distinct but interdependent groups of users so as to generate value for at least one of the groups. Certain platforms also qualify as Intermediary service providers.

Typical examples include general internet search engines (e.g. Google, Bing), specialised search tools (e.g. Google Shopping, Kelkoo, Twenga, Google Local, TripAdvisor, Yelp.), location-based business directories or some maps (e.g. Google or Bing Maps), news aggregators (e.g. Google News), online market places (e.g. Amazon, eBay, Allegro, Booking.com), audio-visual and music platforms (e.g. Deezer, Spotify, Netflix, Canal play, Apple TV), video sharing platforms (e.g. YouTube, Dailymotion), payment systems (e.g. PayPal, Apple Pay), social networks (e.g. Facebook, LinkedIn, Twitter, Tuenti), app stores (e.g. Apple App Store, Google Play) or collaborative economy platforms (e.g. AirBnB, Uber, Taskrabbit, Bla-bla car). Internet access providers fall outside the scope of this definition.

No



*Please explain how you would change the definition

1000 character(s) maximum

A definition of 'online platforms' is the wrong starting point for this assessment. There are so many different platforms engaged in different activities that a 'problem statement' and a context is necessary before a definition. Thus a definition is of limited use and the European Commission should first clarify what public policy concerns need to be addressed (if any) and whether existing law exists to deal with any concern.

A definition such as the Commission's would capture business in sectors as varied as media (eg Bild, ITV), connected cars, financial exchange and commerce. The regulatory needs of those sectors are appropriately distinct from one another. Further, attempting to define 'online platform' risks colliding with existing definitions already in use in English particularly relating to a software or computing platform, thus creating additional confusion.

Therefore, CCIA would not provide a definition of 'online platforms' as it is not apparent what purpose this serves.

What do you consider to be the key advantages of using online platforms?

Online platforms...

- make information more accessible
- make communication and interaction easier
- increase choice of products and services
- create more transparent prices and the possibility to compare offers
- increase trust between peers by providing trust mechanisms (i.e. ratings, reviews, etc.)
- lower prices for products and services
- lower the cost of reaching customers for suppliers
- help with matching supply and demand
- create new markets or business opportunities
- help in complying with obligations in cross-border sales
- help to share resources and improve resource-allocation
- others:

Have you encountered, or are you aware of problems faced by **consumers** or **suppliers** when dealing with online platforms?

"Consumer" is any natural person using an online platform for purposes outside the person's trade, business, craft or profession.

"Supplier" is any trader or non-professional individual that uses online platforms to provide services to third parties both under their own brand (name) and under the platform's brand.

- Yes
- No
- I don't know

TRANSPARENCY OF ONLINE PLATFORMS

Do you think that online platforms should ensure, as regards their own activities and those of the **traders** that use them, more transparency in relation to:

a) information required by consumer law (e.g. the contact details of the supplier, the main characteristics of products, the total price including delivery charges, and consumers' rights, such as the right of withdrawal)?

"Trader" is any natural or legal person using an online platform for business or professional purposes. Traders are in particular subject to EU consumer law in their relations with consumers.

- Yes
- No
- I don't know

b) information in response to a search query by the user, in particular if the displayed results are sponsored or not?

- Yes
- No
- I don't know

c) information on who the actual supplier is, offering products or services on the platform

- Yes
- No
- I don't know

d) information to discourage misleading marketing by professional suppliers (traders), including fake reviews?

- Yes
- No
- I don't know

e) is there any additional information that, in your opinion, online platforms should be obliged to display?

500 character(s) maximum

Consumer trust is fundamental to all online platforms. To gain consumer trust online platforms operate as transparently as they can. Platforms display and provide clear information to consumers on issues addressed in this section including suppliers and advertising. Platforms with unclear or misleading offers will not gain consumer trust and hence will be unable to compete, particularly in light of an extremely competitive e-commerce environment with no effective consumer lock-in.

Have you experienced that information displayed by the platform (e.g. advertising) has been adapted to the interest or recognisable characteristics of the user?

- Yes
- No
- I don't know

Do you find the information provided by online platforms on their terms of use sufficient and easy-to-understand?

- Yes
- No

Do you find reputation systems (e.g. ratings, reviews, certifications, trustmarks) and other trust mechanisms operated by online platforms are generally reliable?

- Yes
- No
- I don't know

What are the main benefits and drawbacks of reputation systems and other trust mechanisms operated by online platforms? Please describe their main benefits and drawbacks.

1500 character(s) maximum

Online trust mechanisms provide significant benefits in terms of transparency to the user in a way that was not possible prior to the Internet. They enable trust between platform users by being able to aggregate information about buyer / seller performance in a transparent fashion. This trust mechanism is superior to pre-Internet trust models in that they capture and make available the experiences of more people over a longer period. Prior to the Internet consumer experience relied on the experiences of a small group of friends / colleagues / acquaintances. Systems for providing feedback also mean platform users and companies will be more likely to modify practices that attract criticism, often reacting quickly.

Further, these systems create trust in markets for the delivery valuable products / services more effectively than government-backed trust mechanisms. A good example of this is Airbnb where the inviting of strangers into a property requires trust. While this is not a new activity it previously relied on checks (on hosts and guests) by eg a tourist information centre, something that is not capable of providing real time or granular feedback.

USE OF INFORMATION BY ONLINE PLATFORMS

In your view, do online platforms provide sufficient and accessible information with regard to:

a) the personal and non-personal data they collect?

- Yes
- No
- I don't know

b) what use is made of the personal and non-personal data collected, including trading of the data to other platforms and actors in the Internet economy?

- Yes
- No
- I don't know

c) adapting prices, for instance dynamic pricing and conditions in function of data gathered on the buyer (both consumer and trader)?

- Yes
- No
- I don't know

Please explain your choice and share any best practices that you are aware of.

1500 character(s) maximum

These issues are addressed in the EU's existing Data Protection Directive, 1995/46/EC, and other EU legislative acts including the e-Privacy Directive. Responsibilities for processors and controllers will be further clarified in detail in the new EU General Data Protection Regulation. A large variety of platforms have emerged under the current legal framework.

Since the services offered by various types of platforms vary greatly, in terms of data collection and usage, there is no "one size fits all" approach to providing user notice.

The usage of personal data more generally enables personalised offers, safer, and more meaningful user experiences online. A user for instance benefits when a website suggest that the user's favorite band is playing a concert based on previous indicated preferences in the past. Should third parties no longer be able to access user data then that would severely restrict new entry to the European market, e.g. by European startups, and place a barrier to online competition. The EU should await analysis of the new EU Data Protection framework before considering any actions which could risk limiting innovation in data usage, business development, and consumer choice.

Please share your general comments or ideas regarding the use of information by online platforms

3000 character(s) maximum

Please see above.

RELATIONS BETWEEN PLATFORMS AND SUPPLIERS/TRADERS/APPLICATION DEVELOPERS OR HOLDERS OF RIGHTS IN DIGITAL CONTENT

Please provide the list of online platforms with which you are in regular business relations and indicate to what extent your business depends on them (on a scale of 0 to 3). Please describe the position of your business or the business you represent and provide recent examples from your business experience.

	Name of online platform	Dependency (0: not dependent, 1: dependent, 2: highly dependent)	Examples from your business experience
1			
2			
3			
4			
5			

How often do you experience the following business practices in your business relations with platforms?

The online platform ...

* A parity clause is a provision in the terms of use of an online platform or in an individual contract between the online platform and a supplier under which the price, availability and other conditions of a product or service offered by the supplier on the online platform have to maintain parity with the best offer of the supplier on other sales channels.

	Never	Sometimes	Often	Always
requests me to use exclusively its services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies "parity clauses" *	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies non-transparent fees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies fees without corresponding counter-performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies terms and conditions, which I find unbalanced and do not have the possibility to negotiate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
unilaterally modifies the contractual terms without giving you proper notification or allowing you to terminate the contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
limits access to data or provides it in a non-usable format	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
puts significant constraints to presenting your offer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
presents suppliers/services in a biased way	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
refuses access to its services unless specific restrictions are accepted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
promotes its own services to the disadvantage of services provided by suppliers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If you do experience them, what is their impact on your business activity (on a scale from 0 to 3).

Impact on my business:

The online platform ...

* A parity clause is a provision in the terms of use of an online platform or in an individual contract between the online platform and a supplier under which the price, availability and other conditions of a product or service offered by the supplier on the online platform have to maintain parity with the best offer of the supplier on other sales channels.

	0 – no impact	1 – minor impact	2 – considerable impact	3 – heavy impact
requests me to use exclusively its services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies "parity clauses" *	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies non-transparent fees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies fees without corresponding counter-performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
applies terms and conditions, which I find unbalanced and do not have the possibility to negotiate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
unilaterally modifies the contractual terms without giving you proper notification or allowing you to terminate the contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
limits access to data or provides it in a non-usable format	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
puts significant constraints to presenting your offer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
presents suppliers/services in a biased way	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
refuses access to its services unless specific restrictions are accepted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
promotes its own services to the disadvantage of services provided by suppliers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If you are aware of other contractual clauses or experience other potentially problematic practices, please mention them here

1000 character(s) maximum

[A1] Are you a holder of rights in digital content protected by copyright, which is used on an online platform?

- Yes
- No

Platforms (including hosting service providers and content aggregators) or any other interested party are invited to express their positions with regard to relations of platforms with holders of rights in digital content.

Providing a general answer to these questions is impossible. Platform business models as well as user interaction on platforms vary greatly which will affect the way copyright rules and the E-Commerce Directive (ECD) are applied. The questions seem to presume that licenses for every use of copyright-protected content are required. This presumption is problematic since a use may not fall under copyright protection in the first place or may fall under an exception to copyright. The applicability of copyright will always be case-specific. We submit three more specific observations:

First, whether a commercial transaction is 'fair' or not is a subjective judgment. The role of the regulator should be to tackle market failures to the extent these exist based on solid evidence. Second, many online platforms do not 'use' copyright-protected content themselves. Instead, they act as intermediaries allowing their users to upload and share content. Third, the last question seems to confuse the relationship between copyright rules and Article 14 of the ECD. Article 14 regulates the liability of intermediaries in light of third party activity on their platform. If users upload content that has not been licensed by them, the platform is under a legal obligation to take that content down upon the rights owner's notification. There are sophisticated enforcement mechanisms like YouTube's Content ID which do not even necessitate a rights owner filing a notice because the system is based on cooperation. The ECD has nothing to do with platform business models that are based on licensed content. Under these models the platform engages in a direct commercial relationship with the rights owner. That is different to the situation the ECD regulates: the provision of content by third parties, i.e. users of intermediary business models providing hosting services.

Lastly, we would like to raise deep concern as regards initiatives that misuse copyright for industrial policy purposes. The ancillary copyright for press publishers as implemented in Germany and Spain is such an initiative. It failed in both countries and there is no evidence of any market failure or any other societal or economic problem these legislations try to address. The economic relationship between publishers' freely available content online and news aggregators is symbiotic -- as also explained by the Spanish competition authority. If anything, the ancillary copyright has created economic and societal problems. In Spain, traffic to smaller publications has decreased considerably leading to less media pluralism. Not only Google News shut down but also smaller, innovative aggregators. Legally, the ancillary copyright infringes the mandatory exception for quotations laid out in Art. 10(1) of the Berne Convention which is incorporated into TRIPS. It also runs contrary to the CJEU's judgment in Svensson which ruled that linking to freely available content does not infringe copyright.

Is there a room for improvement in the relation between platforms and suppliers using the services of platforms?

- No, the present situation is satisfactory.
- Yes, through market dynamics.
- Yes, through self-regulatory measures (codes of conducts / promotion of best practices).
- Yes, through regulatory measures.
- Yes, through the combination of the above.

Are you aware of any dispute resolution mechanisms operated by online platforms, or independent third parties on the business-to-business level mediating between platforms and their suppliers?

- Yes
- No

Please share your experiences on the key elements of a well-functioning dispute resolution mechanism on platforms

1500 character(s) maximum

For business to business dispute resolution mechanisms on platforms, standard arbitration clauses represent one flexible solution, able to adapt to various business models and issues.

CONSTRAINTS ON THE ABILITY OF CONSUMERS AND TRADERS TO MOVE FROM ONE PLATFORM TO ANOTHER

Do you see a need to strengthen the technical capacity of online platforms and address possible other constraints on switching freely and easily from one platform to another and move user data (e.g. emails, messages, search and order history, or customer reviews)?

- Yes
- No

Should there be a mandatory requirement allowing non-personal data to be easily extracted and moved between comparable online services?

- Yes
- No

Please share your general comments or ideas regarding the ability of consumers and traders to move from one platform to another

3000 character(s) maximum

Multi-homing is prevalent among consumers. They can easily switch between online services or use multiple services simultaneously. There is no consumer lock-in, not least because a great number of online platforms do not even require consumers to log in. They can basically change a service provider by typing the homepage of an alternative online service into their browser or by simply searching for alternatives. This suggests that there is no need for legislative measures to ensure portability because switching to another service is easy. That is also the reason why online platforms operate in highly dynamic and competitive markets which indicates that regulatory intervention is not appropriate. It is easy for consumers to vote with their feet. Detailed portability requirements, which would amount to mandated formatting standards, could deter innovations in data handling. In addition, businesses' customer data is a result of investments into innovative products that meet consumer taste and demand. Requiring a company to share that data with rivals acts as a disincentive to innovate. Please see above for examples/best practices for data portability as implemented by selected service providers.

ACCESS TO DATA

As a trader or a consumer using the services of online platforms did you experience any of the following problems related to the access of data?

a) unexpectedly changing conditions of accessing the services of the platforms

- Yes
 No

b) unexpectedly changing conditions of accessing the Application Programming Interface of the platform

- Yes
 No

c) unexpectedly changing conditions of accessing the data you shared with or stored on the platform

- Yes
 No

d) discriminatory treatment in accessing data on the platform

- Yes
 No

Would a rating scheme, issued by an independent agency on certain aspects of the platforms' activities, improve the situation?

- Yes
 No

* Please explain your answer

1500 character(s) maximum

As mentioned above, online platforms have a great incentive to be as transparent as possible to consumers and their business partners about their services. Transparency is fundamental for customer trust. This implies that customers can already make informed choices on the basis of information provided by online platforms themselves. In addition, the Internet has lowered search costs tremendously which means that consumer as well as business customers have easy access to online reviews, third party ratings and experience reports. As regards a possible establishment of an independent rating agency, the question is which transparency gap or information asymmetry would such an agency address that is not easily addressed under today's business realities. Absent a clear identification of problems and of 'certain aspects' in the question, we submit that the establishment of an agency is not necessary.

Please share your general comments or ideas regarding access to data on online platforms

3000 character(s) maximum

As will be elaborated later in Section 3, academic research concludes that a company's data ownership does not constitute a barrier to entry for market players in the digital economy:
http://papers.ssrn.com/sol3/papers.cfm?abstract_id=2705530
The simple amassing of data does not confer a long-term competitive advantage. Companies compete in the science of data processing, rather than in the mere storage of data. The classic resource-based view of strategic management teaches that to qualify as a sustainable competitive advantage a resource needs to be inimitable, rare, valuable and non-substitutable. As regards big data, these criteria are not met. Companies, new and old, without access to big data can therefore compete.

Tackling illegal content online and the liability of online intermediaries

Please indicate your role in the context of this set of questions

Terms used for the purposes of this consultation:

"Illegal content"

Corresponds to the term "illegal activity or information" used in Article 14 of the E-commerce Directive. The directive does not further specify this term. It may be understood in a wide sense so as to include any infringement of applicable EU or national laws and regulations. This could for instance include defamation, terrorism related content, IPR infringements, child abuse content, consumer rights infringements, or incitement to hatred or violence on the basis of race, origin, religion, gender, sexual orientation, malware, illegal online gambling, selling illegal medicines, selling unsafe products.

"Hosting"

According to Article 14 of the E-commerce Directive, hosting is the "storage of (content) that has been provided by the user of an online service". It may for instance be storage of websites on servers. It may also include the services offered by online market places, referencing services and social networks.

"Notice"

Any communication to a hosting service provider that gives the latter knowledge of a particular item of illegal content that it transmits or stores and therefore creates an obligation for it to act expeditiously by removing the illegal content or disabling/blocking access to it.. Such an obligation only arises if the notice provides the internet hosting service provider with actual awareness or knowledge of illegal content.

"Notice provider"

Anyone (a natural or legal person) that informs a hosting service provider about illegal content on the internet. It may for instance be an individual citizen, a hotline or a holder of intellectual property rights. In certain cases it may also include public authorities.

"Provider of content"

In the context of a hosting service the content is initially provided by the user of that service. A provider of content is for instance someone who posts a comment on a social network site or uploads a video on a video sharing site.

- individual user
- content provider
- notice provider
- intermediary
- none of the above

* Please explain

Business trade association representing intermediaries

Have you encountered situations suggesting that the liability regime introduced in Section IV of the E-commerce Directive (art. 12-15) has proven not fit for purpose or has negatively affected market level playing field?

- Yes
- No

Do you think that the concept of a "mere technical, automatic and passive nature" of information transmission by information society service providers provided under recital 42 of the ECD is sufficiently clear to be interpreted and applied in a homogeneous way, having in mind the growing involvement in content distribution by some online intermediaries, e.g.: video sharing websites?

- Yes
- No
- I don't know

Please explain your answer.

1500 character(s) maximum

The concept has been clarified in several cases by the CJEU (e.g. C-324/09 L'Oreal; C-70/10 Scarlet v SABAM; C-360/10 SABAM v Netlog). However, national courts continue to interpret this provision contrary to the guidance given by the CJEU. In 2013 the German Supreme Court imposed a de facto monitoring obligation on eBay in the Stokke case (Kinderhochstühle im Internet II - I ZR 216/11; BGH). It inferred an active role from the fact that eBay bought Google Ads leading to its dynamic search results page. This stands in clear conflict with the CJEU's L'Oreal judgment (C-324/09). We do not believe that the concept in Recital 42 of the ECD needs further clarification but would like to stress that the Commission needs to ensure its proper application on the national level. This is important for the wider economy: the practical implication of the Stokke judgment is that a marketplace provider like eBay is deterred from offering support to its millions of sellers through online advertising.

We do not understand why the question singles out video sharing websites. There is no reason why these services should be treated differently from other hosts. When discussing content distribution in the context of the ECD, we understand this to refer to content that has been uploaded by third parties, the host has a passive role. All the rules, privileges and responsibilities of the ECD are fully applicable, just as they are to any other host.

Mere conduit/caching/hosting describe the activities that are undertaken by a service provider. However, new business models and services have appeared since the adopting of the E-commerce Directive. For instance, some cloud service providers might also be covered under hosting services e.g. pure data storage. Other cloud-based services, as processing, might fall under a different category or not fit correctly into any of the existing ones. The same can apply to linking services and search engines, where there has been some diverging case-law at national level. Do you think that further categories of intermediary services should be established, besides mere conduit/caching/hosting and/or should the existing categories be clarified?

- Yes
- No

On the "notice"

Do you consider that different categories of illegal content require different policy approaches as regards notice-and-action procedures, and in particular different requirements as regards the content of the notice?

- Yes
- No

Do you think that any of the following categories of illegal content requires a specific approach:

- Illegal offer of goods and services (e.g. illegal arms, fake medicines, dangerous products, unauthorised gambling services etc.)
- Illegal promotion of goods and services
- Content facilitating phishing, pharming or hacking
- Infringements of intellectual property rights (e.g. copyright and related rights, trademarks)
- Infringement of consumer protection rules, such as fraudulent or misleading offers
- Infringement of safety and security requirements
- Racist and xenophobic speech
- Homophobic and other kinds of hate speech
- Child abuse content
- Terrorism-related content (e.g. content inciting the commitment of terrorist offences and training material)
- Defamation
- Other:

* Please specify.

500 character(s) maximum

A specific approach for different categories of content would complexify the current system too much. Intermediaries have created their own internal policies/codes of conduct in order to deal with this issue. As a matter of principle, content should only be distinguished between (1) illegal content (e.g. child abuse content) that is obviously unlawful and requires immediate action, and (2) other content requiring detailed legal analysis, such as content uploaded illegally (e.g. IPR infringement)

On the "action"

Should the content providers be given the opportunity to give their views to the hosting service provider on the alleged illegality of the content?

- Yes
- No

* Please explain your answer

1500 character(s) maximum

To allow content providers to submit their views to intermediaries so as to protest against a NTD request targeting their content (the “counter notice”) could indeed introduce more balance in the current system and help intermediaries to fight back against abusive NTD requests.

In practice however, this would once again force intermediaries to make a judgment on a content. As a reminder, the e-commerce Directive states that intermediaries should “remove” or “disable access” when obtaining “knowledge or awareness” of “illegal activity or information”. It does not say that the intermediary should make a judgment on the content, which would be an unwelcome consequence of a “counter notice” system.

Moreover, the huge and continuously rising amount of uploaded materials on intermediaries’ sites would mean an incredible amount of documentation to be reviewed by intermediaries. Lots of human and financial resources would be needed, creating even more barriers to entry for SMEs.

To sum up, if such a measure were to be implemented, lawmakers should make sure that it does not increase intermediaries’ liability or workload, and keep in mind that NTD procedures should first aim at enabling the claimant and the person posting the content to resolve the claim between them.

If you consider that this should only apply for some kinds of illegal content, please indicate which one(s)

1500 character(s) maximum

N/A

Should action taken by hosting service providers remain effective over time (“take down and stay down” principle)?

- Yes
- No

Please explain

No. A “take down and stay down” principle should not be implemented – and this for two main reasons.

Firstly, for a philosophical reason. A specific content can be infringing in one context, while being perfectly legal in another. What might be illegal at one point of time might become legal later on, for example when Intellectual Property Rights have expired. To implement such a principle would consequently lead to users being prevented from uploading perfectly legal content.

Secondly, for a technical reason. It would be today very difficult technically for big intermediaries to technically implement a “take down and stay down” principle – without even mentioning the technical difficulties SMEs would be confronted with. How could an algorithm differentiate between a situation where a specific content is legal or where he is illegal or has been illegally uploaded? There are serious risks for intermediaries to take down legal content – which would restrict freedom of expression – or to miss illegal content, and being therefore liable.

To conclude, there is actually no better solution than a case per case review.

On duties of care for online intermediaries:

Recital 48 of the Ecommerce Directive establishes that “[t]his Directive does not affect the possibility for Member States of requiring service providers, who host information provided by recipients of their service, to apply duties of care, which can reasonably be expected from them and which are specified by national law, in order to detect and prevent certain types of illegal activities”. Moreover, Article 16 of the same Directive calls on Member States and the Commission to encourage the “drawing up of codes of conduct at Community level by trade, professional and consumer associations or organisations designed to contribute to the proper implementation of Articles 5 to 15”. At the same time, however, Article 15 sets out a prohibition to impose “a general obligation to monitor”.

(For online intermediaries): Have you put in place voluntary or proactive measures to remove certain categories of illegal content from your system?

- Yes
- No

* Please describe them.

1500 character(s) maximum

Some of CCIA Europe members are intermediaries and have created flagging system and/or forms on their websites, enabling users to flag allegedly illegal content. They have hired teams of people in charge of reviewing all content flagged by users, according to internal guidelines. Some have also put in place proactive measures to fight against illegal content or content uploaded illegally, such as Content ID for YouTube and eBay's Verified Rights Owner (VeRO) Program.

On this issue, it is important to keep in mind the so-called "Good Samaritan paradox". This paradox describes the fact that an intermediary could actually be held liable for implementing voluntarily proactive measures aimed at curbing illegal activities and content on its platforms. Through these voluntary proactive measures, intermediaries could be seen as no longer neutral, passive and technical - and consequently lose the benefit of the limited liability regime for hosting providers. This situation is chilling most innovation in this area, although voluntary arrangements (such as those described above) often prove to be far more effective and appropriate to their particular technology and business models than any programs imposed by public authorities. This is why this issue should be resolved.

* Could you estimate the financial costs to your undertaking of putting in place and running this system?

1500 character(s) maximum

N/A

Do you see a need to impose specific duties of care for certain categories of illegal content?

- Yes
- No
- I don't know

Please specify for which categories of content you would establish such an obligation.

1500 character(s) maximum

There are several questions around the “duty of care” principle. Firstly, what is a “duty of care”? This principle has never been defined. The only thing we are sure of is that it would be some sort of general obligation to monitor, which goes against the ECD provisions. It would increase dramatically the liability on intermediaries, be impossible to implement due to the huge amount of human and financial resources necessary due to the amount of content uploaded everyday on the internet, chill all innovation and create huge barriers to entry for SMEs.

Secondly, what is the problem that the EC wishes to solve? Intermediaries - already extremely regulated (through privacy, consumer, commercial legislation...) - have put in place flagging systems so that users can report illegal content as well as proactive measure to fight against illegal content (see above). What is the problem identified by the Commission that current measures and legislation cannot solve, but that a “duty of care” could?

Thirdly, and as the Commission is well aware, the speed of technological changes makes it very difficult to apply good and lasting legislative measures. CCIA Europe has always been a strong proponent of self-regulation and voluntary arrangements between stakeholders, since we strongly believe that the interests of all are best served where companies have the ability to cooperatively arrive at cost-effective solutions that are appropriate to their particular tech & business models.

Please specify for which categories of intermediary you would establish such an obligation

1500 character(s) maximum

N/A

Please specify what types of actions could be covered by such an obligation

1500 character(s) maximum

N/A

Do you see a need for more transparency on the intermediaries' content restriction policies and practices (including the number of notices received as well as their main content and the results of the actions taken following the notices)?

- Yes
- No

Should this obligation be limited to those hosting service providers, which receive a sizeable amount of notices per year (e.g. more than 1000)?

- Yes
- No

Do you think that online intermediaries should have a specific service to facilitate contact with national authorities for the fastest possible notice and removal of illegal contents that constitute a threat for e.g. public security or fight against terrorism?

- Yes
- No

Do you think a minimum size threshold would be appropriate if there was such an obligation?

- Yes
- No

Please share your general comments or ideas regarding the liability of online intermediaries and the topics addressed in this section of the questionnaire.

5000 character(s) maximum

For the past 15 years, the European digital economy has flourished thanks to the ECD, which created a liability framework making online intermediaries liable for illegal content on their services if they do not remove such content quickly once they are aware of its existence.

This system has worked well for the past 15 years. The EC itself has come to this conclusion, thanks to two consultations - one on the ECD, the other on NTD procedures - within the past 5 years, concluding that no change was necessary. Since these past consultations, nothing has fundamentally changed which would justify a reform of the liability regime.

New approaches per categories of content should not be implemented. This would complexify the current system and require intermediaries to make even more judgments on contents. Intermediaries have already found ways to deal with this issues through policies and codes of conduct. Content should only be differentiated between obviously illegal content that requires an action, and other content requiring detailed legal analysis such IPR infringements.

The implementation of a "counter notice" system would need to be carefully examined, as this should not increase intermediary liability and could mean a huge increase of work and resources for intermediaries. It would be more efficient and appropriate for NTD procedures to enable the claimant and the person posting the content to resolve the claim between them.

The implementation of a duty of care and a take down/stay down

principles would in practice implement a monitoring system. We strongly oppose it, due to its negative impact on freedom of speech, the amount of financial and human resources necessary, the technical difficulties, the huge barriers to entry and the chill of innovation which would follow.

It's also important to remember that Europe is part of the global economy. Any liability regime stricter than in other parts of the world will very probably have a negative impact on the growth of European digital economy. Start-ups would indeed face very heavy burdens and would probably choose to go abroad to launch their ideas.

The Commission should encourage pro-active measures taken by online intermediaries to fight against illegal content. Some intermediaries go indeed beyond their legal obligations, so as to keep their websites clean. However, taking these pro-active measures could actually make those intermediaries lose the benefit of the liability regime. The Commission should make sure that intermediaries are not punished for going beyond their legal obligations. Legal uncertainties chill innovation, and any loss of protection due to those proactive measure would make intermediaries stick to their legal obligations, and go no further.

One last point is that the "overcautious approach" with regards to the removal of content is already a reality, especially for SMEs. This is due to the lack of certainty on the requirements for a notice to be valid, the lack of precise definition of "knowledge" or "awareness", the absence of protection for intermediaries acting in good faith and the lack of liability for wrongful and abusive notice(s) from third parties. The EC should ensure that NTD procedures are uniform across the EU, while enabling the claimant and the person posting the content to resolve the claim between without increasing the liability of intermediaries caught in the middle.

To conclude, the current regime needs to be preserved. Investments are booming. The Analyst, an independent equity research house based in London, found investments into the study's sample group of 25 publicly traded, pure e-commerce companies have increased by 27 times over the last 3 years. Capital inflows into the sample group of 500 private e-commerce companies, many in the startup/early development phase, increased by 4.5 times in the same period. In aggregate numbers, since 2012 the group of 25 publicly listed e-commerce companies raised €12 billion and the group of 500 private companies raised over €5 billion. The listed company sample group has deployed at least EUR 12 billion in the period since 2012 with a clear upwards trend. This is money spent in the wider economy helping Europe's economic growth. You can access our study here:

http://www.cci-anet.org/wp-content/uploads/2015/11/European-Ecommerce-Investment_Study.pdf

It is not clear to us why Section IV of the ECD would negatively affect the market level playing field. Section IV is not an instrument of industrial policy, it is a tool of assigning rules and obligations

between intermediaries, rights owners and other parties who see their rights potentially infringed by third parties on intermediaries' sites. This is fundamental: Section IV is a tool to shield intermediaries from liability stemming from the wrongdoing of third parties. It is not clear how that affects a market level playing field given the legally prescribed passive role of intermediaries.

Data and cloud in digital ecosystems

FREE FLOW OF DATA

ON DATA LOCATION RESTRICTIONS

In the context of the free flow of data in the Union, do you in practice take measures to make a clear distinction between personal and non-personal data?

- Yes
- No
- Not applicable

Have restrictions on the location of data affected your strategy in doing business (e.g. limiting your choice regarding the use of certain digital technologies and services?)

- Yes
- No

Do you think that there are particular reasons in relation to which data location restrictions are or should be justifiable?

- Yes
- No

ON DATA ACCESS AND TRANSFER

Do you think that the existing contract law framework and current contractual practices are fit for purpose to facilitate a free flow of data including sufficient and fair access to and use of data in the EU, while safeguarding fundamental interests of parties involved?

- Yes
- No

* Please explain your position

3000 character(s) maximum

The EU remains well-served by its existing consumer rights, data protection, and e-commerce legislative frameworks as well as existing market practises.

In order to ensure the free flow of data within the European Union, in your opinion, regulating access to, transfer and the use of non-personal data at European level is:

- Necessary
- Not necessary

When non-personal data is generated by a device in an automated manner, do you think that it should be subject to specific measures (binding or non-binding) at EU level?

- Yes
- No

Please share your general comments or ideas regarding data access, ownership and use

5000 character(s) maximum

Discussions about data access and ownership are extremely complex and we welcome the European Commission for its initiating to engage very early in this debate. Any regulatory intervention, should be based on clearly defined problems and be based on an analysis of the soon to be concluded EU Data Protection framework. Regulators should avoid creating new problems about liability, security, and government mandated business models.

Data ownership does not constitute a barrier to entry by other market players. A 2015 study by A. Lambrecht and C. E. Tucker [which can be found here: http://papers.ssrn.com/sol3/papers.cfm?abstract_id=2705530] concludes that “the simple act of amassing big data by itself does not confer a long-term competitive advantage.” “... the simple presence of data is not sufficient for competitive success. Instead firms needs to develop complementary organizational skills.” “The unstable history of digital business offers little evidence that the mere possession of big data is a sufficient protection for an incumbent against a superior product offering.”

ON DATA MARKETS

What regulatory constraints hold back the development of data markets in Europe and how could the EU encourage the development of such markets?

3000 character(s) maximum

The development on data markets in Europe is held back by fragmented and complex rules for data protection, data localisation rules, copyright, language barriers, and taxes and tax storage rules. As specific overlooked area is rules for accounting and tax data. Conflicting national rules for storage of tax and accounting data limits the free flow of non-personal data within Europe's Digital Single Market. This fragmentation causes a de facto data localisation throughout the 28 EU Member States and create a disincentive for Europeans firms, especially small businesses from engaging in cross-border commerce. A more uniform EU framework throughout the EU, based on Member States best-practises, would greatly boost the development of data markets in Europe.

ON ACCESS TO OPEN DATA

Do you think more could be done to open up public sector data for re-use in addition to the recently revised EU legislation (Directive 2013/37/EU)?

Open by default means: Establish an expectation that all government data be published and made openly re-usable by default, while recognising that there are legitimate reasons why some data cannot be released.

- Introducing the principle of 'open by default'[1]
- Licensing of 'Open Data': help persons/ organisations wishing to re-use public sector information (e.g., Standard European License)
- Further expanding the scope of the Directive (e.g. to include public service broadcasters, public undertakings);
- Improving interoperability (e.g., common data formats);
- Further limiting the possibility to charge for re-use of public sector information
- Remedies available to potential re-users against unfavourable decisions
- Other aspects?

Do you think that there is a case for the opening up of data held by private entities to promote its re-use by public and/or private sector, while respecting the existing provisions on data protection?

- Yes
- No

ON ACCESS AND REUSE OF (NON-PERSONAL) SCIENTIFIC DATA

Do you think that data generated by research is sufficiently, findable, accessible identifiable, and re-usable enough?

- Yes
- No

* Why not? What do you think could be done to make data generated by research more effectively re-usable?

3000 character(s) maximum

N/A

Do you agree with a default policy which would make data generated by publicly funded research available through open access?

- Yes
 No

ON LIABILITY IN RELATION TO THE FREE FLOW OF DATA AND THE INTERNET OF THINGS

As a provider/user of Internet of Things (IoT) and/or data driven services and connected tangible devices, have you ever encountered or do you anticipate problems stemming from either an unclear liability regime/non –existence of a clear-cut liability regime?

The "Internet of Things" is an ecosystem of physical objects that contain embedded technology to sense their internal statuses and communicate or interact with the external environment. Basically, Internet of things is the rapidly growing network of everyday objects—eyeglasses, cars, thermostats—made smart with sensors and internet addresses that create a network of everyday objects that communicate with one another, with the eventual capability to take actions on behalf of users.

- Yes
 No
 I don't know

If you did not find the legal framework satisfactory, does this affect in any way your use of these services and tangible goods or your trust in them?

- Yes
 No
 I don't know

Do you think that the existing legal framework (laws, or guidelines or contractual practices) is fit for purpose in addressing liability issues of IoT or / and Data driven services and connected tangible goods?

- Yes
 No
 I don't know

Is the legal framework future proof? Please explain, using examples.

3000 character(s) maximum

We believe the existing legal framework, including the near finalised EU Data Protection reform, is suffice to address liability issues in this stage of the development of the Internet of Things.

Please explain what, in your view, should be the liability regime for these services and connected tangible goods to increase your trust and confidence in them?

3000 character(s) maximum

No new liability regime is needed.

As a user of IoT and/or data driven services and connected tangible devices, does the present legal framework for liability of providers impact your confidence and trust in those services and connected tangible goods?

- Yes
- No
- I don't know

In order to ensure the roll-out of IoT and the free flow of data, should liability issues of these services and connected tangible goods be addressed at EU level?

- Yes
- No
- I don't know

ON OPEN SERVICE PLATFORMS

What are in your opinion the socio-economic and innovation advantages of open versus closed service platforms and what regulatory or other policy initiatives do you propose to accelerate the emergence and take-up of open service platforms?

3000 character(s) maximum

Definitions vary for the term "open service platforms". Service platforms are developing rapidly and open and closed service platforms are competing with each other providing innovation and choice. Given the nascent nature of this area, rapid development and intense competition policy should seek to continue to stimulate the market by supporting innovators (small and large companies) as they scale, particularly by completing the digital single market.

Further, there should be no bias towards open or closed service platforms given the intensity of competition. Both platforms types offer benefits to consumers / end users. Policy should be technologically neutral and neutral as to the model deployed.

PERSONAL DATA MANAGEMENT SYSTEMS

The following questions address the issue whether technical innovations should be promoted and further developed in order to improve transparency and implement efficiently the requirements for lawful processing of personal data, in compliance with the current and future EU data protection legal framework. Such innovations can take the form of 'personal data cloud spaces' or trusted frameworks and are often referred to as 'personal data banks/stores/vaults'.

Do you think that technical innovations, such as personal data spaces, should be promoted to improve transparency in compliance with the current and future EU data protection legal framework? Such innovations can take the form of 'personal data cloud spaces' or trusted frameworks and are often referred to as 'personal data banks/stores/vaults'?

- Yes
- No
- I don't know

EUROPEAN CLOUD INITIATIVE

What are the key elements for ensuring trust in the use of cloud computing services by European businesses and citizens

"Cloud computing" is a paradigm for enabling network access to a scalable and elastic pool of shareable physical or virtual resources with self-service provisioning and administration on-demand. Examples of such resources include: servers, operating systems, networks, software, applications, and storage equipment.

- Reducing regulatory differences between Member States
- Standards, certification schemes, quality labels or seals
- Use of the cloud by public institutions
- Investment by the European private sector in secure, reliable and high-quality cloud infrastructures

As a (potential) user of cloud computing services, do you think cloud service providers are sufficiently transparent on the security and protection of users' data regarding the services they provide?

- Yes
- No
- Not applicable

As a (potential) user of cloud computing services, do you think cloud service providers are sufficiently transparent on the security and protection of users' data regarding the services they provide?

- Yes
- No
- Not applicable

As a (potential) user of cloud computing services, do you agree that existing contractual practices ensure a fair and balanced allocation of legal and technical risks between cloud users and cloud service providers?

- Yes
- No

What would be the benefit of cloud computing services interacting with each other (ensuring interoperability)

- Economic benefits
- Improved trust
- Others:

What would be the benefit of guaranteeing the portability of data, including at European level, between different providers of cloud services

- Economic benefits
- Improved trust
- Others:

Have you encountered any of the following contractual practices in relation to cloud based services? In your view, to what extent could those practices hamper the uptake of cloud based services? Please explain your reasoning.

	Never (Y[es] or N[no])	Sometimes (Y / N)	Often (Y / N)	Always (Y / N)	Why (1500 characters max.)?
Difficulties with negotiating contractual terms and conditions for cloud services stemming from uneven bargaining power of the parties and/or undefined standards	N				
Limitations as regards the possibility to switch between different cloud service providers	N				
Possibility for the supplier to unilaterally modify the cloud service	N				
Far reaching limitations of the supplier's liability for malfunctioning cloud services (including depriving the user of key remedies)	N				
Other (please explain)	N				

What are the main benefits of a specific European Open Science Cloud which would facilitate access and make publicly funded research data re-useable?

- Making Science more reliable by better quality assurance of the data
- Making Science more efficient by better sharing of resources at national and international level
- Making Science more efficient by leading faster to scientific discoveries and insights
- Creating economic benefits through better access to data by economic operators
- Making Science more responsive to quickly tackle societal challenges
- Others

Would model contracts for cloud service providers be a useful tool for building trust in cloud services?

- Yes
- No

Would your answer differ for consumer and commercial (i.e. business to business) cloud contracts?

- Yes
- No

* What approach would you prefer?

NA

Please share your general comments or ideas regarding data, cloud computing and the topics addressed in this section of the questionnaire

5000 character(s) maximum

The collaborative economy

The following questions focus on certain issues raised by the collaborative economy and seek to improve the Commission's understanding by collecting the views of stakeholders on the regulatory environment, the effects of collaborative economy platforms on existing suppliers, innovation, and consumer choice. More broadly, they aim also at assessing the impact of the development of the collaborative economy on the rest of the economy and of the opportunities as well as the challenges it raises. They should help devising a European agenda for the collaborative economy to be considered in the context of the forthcoming Internal Market Strategy. The main question is whether EU law is fit to support this new phenomenon and whether existing policy is sufficient to let it develop and grow further, while addressing potential issues that may arise, including public policy objectives that may have already been identified.

Terms used for the purposes of this consultation:

"Collaborative economy"

For the purposes of this consultation the collaborative economy links individuals and/or legal persons through online platforms (collaborative economy platforms) allowing them to provide services and/or exchange assets, resources, time, skills, or capital, sometimes for a temporary period and without transferring ownership rights. Typical examples are transport services including the use of domestic vehicles for passenger transport and ride-sharing, accommodation or professional services.

"Traditional provider"

Individuals or legal persons who provide their services mainly through other channels, without an extensive involvement of online platforms.

"Provider in the collaborative economy"

Individuals or legal persons who provide the service by offering assets, resources, time, skills or capital through an online platform.

"User in the collaborative economy"

Individuals or legal persons who access and use the transacted assets, resources, time, skills and capital.

Please indicate your role in the collaborative economy

- Provider or association representing providers
- Traditional provider or association representing traditional providers
- Platform or association representing platforms
- Public authority
- User or consumer association

Which are the main risks and challenges associated with the growth of the collaborative economy and what are the obstacles which could hamper its growth and accessibility? Please rate from 1 to 5 according to their importance (1 – not important; 5 – very important).

- Not sufficiently adapted regulatory framework

- 1
- 2
- 3
- 4
- 5

- Uncertainty for providers on their rights and obligations

- 1
- 2
- 3
- 4
- 5

- Uncertainty for users about their rights and obligations

- 1
- 2
- 3
- 4
- 5

- Weakening of employment and social rights for employees/workers

- 1
- 2
- 3
- 4
- 5

- Non-compliance with health and safety standards and regulations

- 1
- 2
- 3
- 4
- 5

- Rise in undeclared work and the black economy

- 1
- 2
- 3
- 4
- 5

- Opposition from traditional providers

- 1
- 2
- 3
- 4
- 5

- Uncertainty related to the protection of personal data

- 1
- 2
- 3
- 4
- 5

- Insufficient funding for start-ups

- 1
- 2
- 3
- 4
- 5

- Other, please explain

How do you consider the surge of the collaborative economy will impact on the different forms of employment (self-employment, free lancers, shared workers, economically dependent workers, tele-workers etc) and the creation of jobs?

- Positively across sectors
- Varies depending on the sector
- Varies depending on each case
- Varies according to the national employment laws
- Negatively across sectors
- Other

Do you see any obstacle to the development and scaling-up of collaborative economy across borders in Europe and/or to the emergence of European market leaders?

- Yes
- No

Do you see a need for action at European Union level specifically to promote the collaborative economy, and to foster innovation and entrepreneurship in its context?

- Yes
- No

What action is necessary regarding the current regulatory environment at the level of the EU, including the Services Directive, the E-commerce Directive and the EU legislation on consumer protection law?

- No change is required
- New rules for the collaborative economy are required
- More guidance and better information on the application of the existing rules is required
- I don't know what is the current regulatory environment

Submission of questionnaire

End of public consultation

Background Documents

BG_ Въведение (/eusurvey/files/17798068-07b6-4cfb-8c80-a8e6a4f75e29)

BG_ Декларация за поверителност (/eusurvey/files/0b5a7e6a-5c26-47ca-b263-9ece4aa566ca)

CS_Prohlášení o ochraně osobních údajů (/eusurvey/files/a93fa8dd-757e-421e-81f9-e1c9bca745af)

CS_ Úvod (/eusurvey/files/af54c429-c5bf-482f-8525-c156be285051)

DA_Databeskyttelseserklæring (/eusurvey/files/5dd2c272-17fa-47f4-b0c7-2c207a86235f)

DA_Introduktion (/eusurvey/files/05c0d888-2d35-4e19-a314-65e8092597d6)

DE_Datenschutzerklärung (/eusurvey/files/b5e037cf-0350-40c3-b803-04f6357f9603)

DE_Einleitung (/eusurvey/files/300a2e87-e030-422a-b678-33fe2c7520a6)

EL_ Δήλωση περί απορρήτου (/eusurvey/files/b408fd27-c292-4fc0-9c2d-fd70c74062c4)

EL_ Εισαγωγή (/eusurvey/files/0be38358-a600-4568-bfd0-fd9697b1810f)

EN_Background Information (/eusurvey/files/0873ffeb-56b2-40d7-bf56-5aadbd176c3c)

EN_Privacy Statement (/eusurvey/files/8861750d-baa1-4113-a832-f8a5454501b5)

ES_Declaración de confidencialidad (/eusurvey/files/edd31f1e-fe9d-493a-af5e-7a7c793295a9)

ES_Introducción (/eusurvey/files/600be540-eef2-4bde-bd3a-436360015845)

ET_Privaatsusteave (/eusurvey/files/294d2e58-3a3d-4e32-905f-74e8b376c5e6)

ET_Sissejuhatus (/eusurvey/files/4bc0f8b9-febc-478a-b828-b1032dc0117f)

FI_Johdanto (/eusurvey/files/a971b6fb-94d1-442c-8ad7-41a8e973f2d5)

FI_Tietosuojaseloste (/eusurvey/files/28a1f27e-3a8e-41f3-ae27-201e29134555)

FR_Déclaration relative à la protection de la vie privée (/eusurvey/files/1341b7cb-38e5-4b81-b3bc-bd0d5893d298)

FR_Introduction (/eusurvey/files/308a1cf7-5e78-469c-996a-372b33a1992b)

HR_Izjava o zaštiti osobnih podataka (/eusurvey/files/618120e1-286a-45d4-bbbd-2493d71617fb)

HR_Uvod (/eusurvey/files/6bfc9d48-cd5c-4603-9c68-5c45989ce864)

HU_Adatvédelmi nyilatkozat (/eusurvey/files/76f442e6-3e2d-4af3-acce-5efe8f74932b)

HU_Bevezetés (/eusurvey/files/3ea8491d-429d-4c8f-be30-82db40fa59c5)

IT_Informativa sulla privacy (/eusurvey/files/e2eb5a94-9e5e-4391-a8e3-35f9e151310b)

IT_Introduzione (/eusurvey/files/aa3bf020-9060-43ac-b92b-2ab2b6e41ba8)

LT_Pareiškimas apie privatumo apsaugą (/eusurvey/files/ab30fabd-4c4e-42bc-85c5-5ee75f45805d)

LT_Ivadas (/eusurvey/files/d5a34e68-4710-488a-8aa1-d3b39765f624)

LV_Ievads (/eusurvey/files/3a9bd2b1-7828-4f0e-97f1-d87cf87b7af1)

LV_Konfidencialitātes paziņojums (/eusurvey/files/7156fdc0-b876-4f73-a670-d97c92e6f464)

MT_Dikjarazzjoni ta' Privatezza (/eusurvey/files/03139a3f-7b5f-42c0-9d2f-53837c6df306)

MT_Introduzzjoni (/eusurvey/files/ceb27908-207c-40cf-828a-6cf193731cdf)

NL_Inleiding (/eusurvey/files/ca756d80-8c02-43e1-9704-3148a13c8503)

NL_Privacyverklaring (/eusurvey/files/83d9394e-b179-442f-8a1b-41514ad072df)

PL_Oświadczenie o ochronie prywatności (/eusurvey/files/15612e0b-807d-4c6e-af1c-d65fe4ec9ddb)

PL_Wprowadzenie (/eusurvey/files/df9e1828-bbd0-4e4a-90bb-ec45a8bf46da)

PT_Declaração de privacidade (/eusurvey/files/50a6e820-91bc-4531-9a0f-47b3685753d7)

PT_Introdução (/eusurvey/files/003979c0-5277-41e9-8092-2de66d57ca00)

RO_Declarație de confidențialitate (/eusurvey/files/25c135c6-ce01-4081-a83e-53e86086797e)

RO_Introducere (/eusurvey/files/4334379b-e465-43a5-a944-8602090b0bf5)

SK_Vyhlásenie o ochrane osobných údajov (/eusurvey/files/7fab071c-85f9-47eb-aaa9-949f2239701d)

SK_Úvod (/eusurvey/files/e45df825-5e71-4172-b2ec-e07789cc3966)

SL_Izjava o varstvu osebnih podatkov (/eusurvey/files/498ec1f0-3405-4454-9aa6-40607efe118f)

SL_Uvod (/eusurvey/files/1b0b239a-630d-4d36-a92f-d4b758d41ddc)

SV_Inledning (/eusurvey/files/e9111c5b-4637-4ea1-b235-ece85ef8fe1a)

SV_Regler för skydd av personuppgifter (/eusurvey/files/0d8275b2-8344-4895-8c09-51d075671061)

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