

# Position Paper

## Bitkom Position Paper on the Consultation on the status quo of EU Consumer Law (Digital Fairness)

20. February 2023

## Summary

In context of the Announcement of the New Consumer Agenda, the European Commission (EC) recently launched a public consultation on the status quo of EU consumer law. Its main goal is to evaluate the impact of current regulation to decide whether there is a need for additional legal requirements.

Bitkom is grateful for the opportunity to contribute to the consultation on the current state of EU consumer law and welcomes future occasions to offer its expertise in open discussions.

In a nutshell, the EC's public consultation is a crucial opportunity to have a frank discussion about the status quo of EU consumer law. We agree without reservation that consumers should be protected against abusive and unfair business practices. However, the EC should acknowledge and include in all further assessments that there already is a sufficient regulative framework with the Unfair Commercial Practices Directive, the Consumer Right Directive, the Unfair Contract Terms Directive, the GDPR as well as the upcoming AI Act, Digital Services Act and the Digital Markets Act. These existing regulations could be improved by a more harmonised and efficient enforcement, where necessary, obviating the need for new laws.

By adding further and further obligations every couple of years or even months, the EU misses out on evaluating the impact of the existing legal framework for a longer period of time and should also consider problems regarding effective enforcement of existing rules. Moreover, particularly SMEs and start ups do not have technical and personal resources to adapt their services at such a fast pace or consult legal or technical specialists every few months when a new regulation, new enforcement guidelines or new jurisprudence enters into force or becomes applicable. Thus, further regulation would especially harm smaller companies the EU generally wants to support.

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Furthermore, the EC should consider that there might not be a “one size fits all” solution and not each required measure can be effectively implemented in each service or platform. Therefore, there must be more leeway and flexibility, particularly for more innovative business models. Thus, the EU should build more trust in companies and allow companies to a certain extent to create a sufficient consumer protection level on their own, as is already the case in some sectors.

Besides that, the EC should focus on the consumers as a “reasonably well informed and reasonably observant and circumspect” market participant. The issued statements seem to have the intention to overly patronize the consumers instead of letting them make their own well-thought-out decisions.

Digitization and the new and renewed business models play a major role with regards to consumer law. Digitization offers consumers an unprecedented gain in sovereignty, for example through a wide range of options for comparing offers and prices, service and product offerings from several countries and across the globe. This is often underestimated by European legislators and the positive potential and opportunities of digitization are hindered by regulatory measures. Consumer policy should therefore be geared to the opportunities of digitization and the formal legalistic way of thinking in consumer protection practiced to date should be reconsidered: Instead of demanding that new business models provide more and more information, for example, the focus should be on if the companies are effectively protecting consumer rights. Provided their rights are safeguarded, the market entry of innovative business models should be welcomed and promoted.

By means of this Position Paper, we would like to supplement our replies to the public consultation on EU consumer law. For convenience, our comments are aligned with the structure of the questionnaire.

## I. Existing EU consumer framework in the digital environment (p. 12 f.)

**1<sup>st</sup> statement: Consumers require a strong legal framework to protect their interests in the digital environment.**

**Bitkom strongly agrees with this statement** in general. However, it needs to be considered that the protection of legal interests is necessary in the digital as well as in the analogue environment. The EU should not set double standards regarding consumer protection. Thus, the statement itself is, in our view, not correctly worded.

Furthermore, the concept of a “strong” legal framework is unclear. The efficiency of the framework should be prioritized over its strictness or number of rules, which may not be practical. The statement seems to suggest that the current legal framework is not “strong”, which we disagree with and caution to not mingle lack of regulation with lack of enforcement.

**2<sup>nd</sup> statement: The existing EU consumer laws provide sufficient protection in the digital environment.**

**Bitkom strongly agrees on this statement.** There is plenty of regulation in the area of consumer protection and companies have to fulfil several obligations, especially in the field of information requirements.

Moreover, the existing legal framework contains rules and obligation which not necessarily fit to the given conditions of each member state. A more flexible framework that balances consumer protection with companies' freedom of action would be a more feasible solution.

**4<sup>th</sup> statement: Traders generally comply well with the existing EU consumer laws in the digital environment.**

**Bitkom strongly agrees with this statement.** The largest number of companies is in line with the legal framework while only a minority intentionally neglects its duties. Those who already neglect consumer protection now will do the same in the future, whether there is further regulation or not.

Though, we would like to point out the difference between the sufficiency of the existing legal framework on the one and the effective enforcement and compliance on the other side:

We believe that the current amount of regulation is sufficient but at the same time acknowledge that there are concerns with its enforcement and compliance. Especially the latter might be problematic in practice because of the hardly manageable amount of overlapping laws (EU and national, sectoral and horizontal) companies have to follow. This results in many uncertainties regarding their duties. Adding more rules (even if they are meant to clarify requirements) to the already existing framework may exacerbate compliance issues, because every new Regulation or law will need to be implemented and its interpretation be stabilized over time through harmonized interpretation in the companies of the member states, the enforcement authorities, jurisprudence and court decisions.

**5<sup>th</sup> statement: Consumer protection in the digital environment should be regulated at EU level in a uniform manner.**

**Bitkom agrees with this statement.** A harmonized regulation framework is indispensable. Particularly the attractiveness of smaller markets would benefit from the idea of harmonization. Though, we believe harmonization should not mean adding

more and more regulation with new obligations for companies. Instead, rather the act of harmonization itself should play the main role. We call on the EC to take stronger action against member states that adopt stricter rules /more regulations without this being allowed by the respective opening clause in the directives. We see a need to improve the control mechanisms of how Directives and EU rules are transposed into member state law.

**6<sup>th</sup> statement: The existing EU consumer laws are coherent with other laws, such as on data protection, new rules applicable to online platforms, artificial intelligence etc.**

**Bitkom has a neutral stand towards this statement.** There are several regulations that cover the need of consumer protection on a high level, e.g., the Unfair Commercial Practices Directive, the Consumer Right Directive, the Unfair Contract Terms Directive, the GDPR as well as the upcoming AI Act, Digital Services Act and Digital Markets Act. The ongoing or upcoming application of this extensive corpus of relevant laws will show whether these regulations are future-proof in light of upcoming topics like e.g. AI. In any case, now is certainly not the time to introduce new laws on digital matters which might be redundant, or even counterproductive because of unclear overlapping rules.

**8<sup>th</sup> statement: Amount & relevance of information available to consumers to compare and make informed purchasing choices.**

**Bitkom has a neutral stance towards this statement.** Of course, consumers need to be informed in a transparent and clear manner in order to make well thought-out consuming decisions. But the already existing, wide-ranging information requirements of the Directive 2011/83/EU were just extended last year with the Directive 2019/2161/EU. We do not see why there should be further duties.

Adding even more information duties could lead to an excessive amount of information the consumers cannot (and will not, due to the time it would take to read everything) process. When being exposed to such a flood of information, consumers might not be able to separate crucial information from lesser relevant facts and could overlook the former.

## **II. Impact of the existing EU consumer framework on the digital environment (p. 13 f.)**

**1<sup>st</sup> statement: Amount & relevance of information available to consumers to compare and make informed purchasing choices.**

**Bitkom has a neutral stance towards this statement.** As mentioned within the 8<sup>th</sup> statement of the questionnaire's first part, there already is a large amount of

information requirements which gets updated on a regular basis. Consumers already get confronted with several information before they conclude a contract. To a certain degree, this might be a benefit for the individual consumer.

But by updating these requirements that frequently it is hardly impossible to detect whether the already existing duties already work efficiently. Moreover, due to the efforts companies have to exert in order to meet consumer protection requirements, they reach their limits of what is feasible financially, technically and administratively.

#### 5<sup>th</sup> statement: Protection of more vulnerable consumers (e.g. minors, elderly, persons with disabilities)

**Bitkom thinks that there is a strong impact of the existing EU consumer framework.** We agree that vulnerable consumers particularly need to be protected from unfair business practices. Minors, elderly, and persons with disabilities are already protected through the concept of legal capacity in contract law. Beyond, it is questionable how additional protection can be achieved when at the same time the trader should also be protected from consumer fraud. Individually increasing or decreasing the protection level seems to be way more feasible for regulating door-to-door business where one can see one's contracting partner and – at least in some cases their vulnerability/-ies. When doing businesses solely online, adjusting the level of protection to the individual consumer and its specific needs is impractical if not technically impossible (and from a data protection point of view often not desired).

### III. Potential suggestions to improve EU consumer law (p. 15 f.)

First and foremost, before taking a stance towards the statements, we strongly criticize the way of posing the questions. The statements are articulated with a clear bias in favour of a stricter regulation in order to provoke choosing "(strongly) agree".

A stakeholder consultation questionnaire should have a neutral stance to really gain an objective result in the matter and leaving all options for answers open. By posing questions that way, it seems like the European Commission has already decided on expanding consumer protection laws whereas we urge, that this question needs to be thoroughly assessed first. Bitkom did its best to answer the questions as unbiased as possible.

Moreover, the enforcement of the already existing rules should be reviewed at first *before* considering adding more regulations. If the commission sees a lack in enforcement, it could provide its assistance and/or discuss the problems of implementation with the member states and other stakeholders.

**1<sup>st</sup> statement: There is a need for stronger protection against digital practices that unfairly influence consumer decision-making.**

**Bitkom strongly disagrees with this statement.** There already is an efficient framework of regulation that guarantees sufficient consumer protection. Besides already existing law that directly protects consumers, there are the GDPR, the ePrivacy Directive as well as the Digital Services Act. The interaction of these laws guarantees a more than adequate level of protection for consumers in the digital world.

Taking cookie banners as an example, due to the large amount of obligations in the current framework as well as jurisprudence about their design and content, we reached a high level of information presented to the consumer. Nowadays, a lot of consumers no longer read the information provided by the banner and instead click “Accept all” without hesitation. If companies would have to add even more information to those banners, even less consumers would actually read the provided information – which defeats the point of information requirements.

**2<sup>nd</sup> statement: Where traders require consumers to agree to terms and conditions (T&C), consumers should receive an easily understandable summary of the key T&C in an easily accessible manner.**

**Bitkom strongly disagrees with this statement.** First of all, it is unclear why consumers should be provided with an additional version of T&C’s and at what state of the ordering/transaction process this should happen, especially because all the relevant information already needs to be provided due to the current legislative framework.

Due to the already existing framework on the required complex information T&C’s have to contain, companies must master an already difficult task in phrasing the T&Cs in an easy understandable manner but simultaneously offering every legally required information. It would be even more difficult to present a sufficient summary on something that is already only understandable, if anything, in its overall picture. Thus, there is more of a risk of misunderstanding this summary which could lead to wrong assumptions and unintended contracting.

Furthermore, we don’t understand what “key T&C” should be. There already is an existing requirement due to the Directive 2011/83/EU for presenting the essentials of a contract to the consumers before they complete the ordering process.

**3<sup>rd</sup> statement: When cancelling contracts, a clear technical means (e.g. a prominent cancellation button) would help consumers to cancel more easily.**

**Bitkom disagrees with this statement.** First, it remains unclear what “cancellation” means in this context – withdrawal, termination or both (the following statement explicitly talks about “termination”)? Though, we agree that the cancellation of a contract should be possible in an effortless manner and there already are rules in place

to make sure consumers can cancel a contract they concluded digitally in a digital manner as well. Furthermore, an easy and transparent cancellation (or, also relevant, pausing a contract) can be achieved in different ways.

German regulation already contains a detailed requirement for permanently providing a link or button to terminate contracts in an easy way. At the moment, companies which not only operate in Germany have to provide their websites in different versions – depending on whether a termination button is required in a country or not. These companies could of course apply the termination button required under German law throughout the EU, however given the negative impact the German requirements have also on the consumer that shall manually fill in a lengthy form whereas consumers in neighbouring countries can cancel a subscription with very few clicks this doesn't seem a reasonable and appropriate conclusion.

A harmonized regulation is beneficial for companies who act in several member states, but it is absolutely essential to not formulate too strict rules regarding the design of new cancellation (or withdrawal) options.

A strict requirement for such a cancellation button might not suit every business model or service. Having the obligation to place a prominent button on one's website – maybe even with a specific text written on it – limits the freedom of design possibilities and opportunities to inform the user/consumer in a better way, e.g. in a dashboard or other design choice where the consumer manages a subscription or a contract. Especially the design of apps which requires a concentrated presentation of information cannot be easily adapted to such a regulation. There should be a more flexible solution that allows companies more leeway to fit different business models.

**4<sup>th</sup> statement - Receiving a confirmation (e.g. by e-mail) when a consumer terminates a contract would help consumers check that their contract has been successfully terminated.**

**Bitkom disagrees with this statement.** Although we fully agree that customers should be able to effortlessly understand their current subscription status, we question the need for such a requirement. A large number of companies has already established such a mechanism by informing consumers about their successful termination in an individual way. Thus, such an obligation would be obsolete, not have real impact in the market but nevertheless require significant investments by the companies to change existing mechanisms, processes and designs.

Additionally, there should not be a strict rule on the way the consumer gets notified about a contract termination. In particular, it should not be mandatory to notify the consumer via an additional push notification on their phone. It seems to be efficient enough to provide the consumer with the remaining contracting time in their user account with further contract details. This already is a common practice for a lot of companies.

As already stated above, we urge the EC to acknowledge the very different business models, subscription and contractual details – especially contracts with digital elements, digital services and smart devices are much more nuanced than their purely analogue counterparts.

**5<sup>th</sup> statement - Receiving a reminder before any automatic renewal of digital subscription contracts would help consumers to decide whether they want to renew a contract or not.**

**Bitkom disagrees with this statement.** Such a general requirement is not practical, particularly regarding short-term contracts where automatic renewals are common and undoubtedly wanted by the consumers. Having such a duty would lead to an overflow of notifications because people tend to have several subscriptions nowadays. Moreover, the customer gets notified about the renewal of the contract by receiving the invoice for the upcoming subscription period that sets out the next renewal date and hereby also serves as some sort of reminder.

**6<sup>th</sup> statement - Reminders about their subscriptions after a period of inactivity could be beneficial for consumers who might otherwise have forgotten that their subscription exists.**

**Bitkom strongly disagrees with this statement.** Receiving such a reminder might be beneficial for a small number of consumers who might have forgotten their subscription. But, again, finding a useful one-size-fits-all solution is hardly possible. For some digital services, such as cloud / online storage services, passive long-term use is intentional by the users – which makes reminders on a regular basis unpractical and annoying for the individual. Besides that, finding a universal definition of the duration of the “period of inactivity” is infeasible.

Consumers can easily notice their ongoing subscription by receiving invoices or the information about automatic payment (Paypal or direct debit).

Additionally, there can be several reasons for consumers not to use a digital service for several weeks or even months. Taking video streaming platforms as an example: A lot of consumers are subscribed to more than one platform because each of them offers a different range of content (e.g. specific films, shows, other formats). The consumer might use platform X for two months without using platform Y at all because the former offers the show the consumer wants to watch at the moment. The EU should avoid tilting more and more towards deciding on behalf of the consumer instead of letting them make their well-informed decision by themselves.

Moreover, data protection legislation regarding the sharing of information with intermediation services, such as app stores and comparative platforms, make such a general requirement legally non-feasible because those services do not receive all the necessary user data to implement such reminders.

**7<sup>th</sup> statement - Signing up for a free trial should not require any payment details from consumers.**

**Bitkom strongly disagrees with this statement.** Requesting payment details prior to signing up for a free trial does not aim to disadvantage consumers. The requirement to provide payment information also for a free testing period has first and foremost the following reasons:

- simplification of the subsequent process if the consumer wants to use the service for a fee after the trial period has expired,
- verifying the consumer's payment capability,
- checking if consumer is of legal age,
- to counter piracy, and
- preventing abusive contracting through bots that are made for fraudulent purposes

Thus, such a requirement would negatively affect consumer's businesses and might cause harm regarding copyright infringements, protection of minors and potential criminal activities.

Besides that, there are no data protection concerns because the already collected data does not get used when the consumer cancels the trial period within the given time frame. Instead, due to data protection requirements the data cannot be stored for an unlimited amount of time. The current method of requesting payment data for a testing period also favors the consumer because he or she can smoothly use the service after the free trial without having to enter more data.

**8<sup>th</sup> statement - Requiring express consent when switching from a free trial to a paid service could be beneficial for consumers.**

**Bitkom strongly disagrees with this statement.** At first, the statement seems to suggest that the contractual relationship between the business and the customer during and after the free trial differs which is not true. The only difference during the free trial is that the company waives the remuneration for the time of the testing period.

A requirement of an additional consent after the trial period would be in conflict with the system of contract law which does not contain the necessity for a repeated consent. In addition, such an obligation might not be practical for consumers. Imagine the case of a consumer who subscribed to a video streaming platform with a previous testing period: If it was necessary to repeat its consent after the trial, the consumer might get interrupted in the middle of a film which is not a practical solution.

Besides that, such a requirement would lead companies to not offer testing periods. This would be a disadvantage for the consumers because those trials are a practical method for to try out a service for a good amount of time.

Such trials are a very expensive and risky marketing move for businesses which does not pay off when a large number of people don't provide their additional consent after the trial. There is a high potential of consumers abusing such trials and subscribing to dozens of them at the same time "just because it is free" without real interest in the offered service or products.

**9<sup>th</sup> statement - Having the explicit option to receive non-personalized commercial offers (e.g. non-personalized advertising, non-personalized prices) instead of personalized ones could be beneficial in allowing consumers greater choice.**

**Bitkom strongly disagrees with this statement**, arguing that there is no need for further regulation. Due to the Digital Services Act , minors as a very vulnerable group of consumers do not receive personalized offers. Very sensitive consumer data must also not be used for personalized commercial offers.

On top of that, the GDPR contains a sufficient framework of rules regarding personalized commercial offers received via email. Before receiving personalized content via email, companies must request consent from the consumer. By not giving the company their consent, the consumer chooses to not receive personalized offers.

Moreover, personalized commercial offers might benefit the consumers because otherwise consumers tend to receive advertisements for services or products they are not interested in. Non-personalized offers tend to rather annoy the consumer than personalized ones.

**10<sup>th</sup> statement - There is a need for more price transparency when buying virtual items with intermediate virtual currency (e.g. in-game currency in video games).**

**Bitkom is not sure about this statement.** First of all, in-game currencies have been around for several years and a well-established practice. They are covered by the Digital Content Directive. Moreover, the Directive 2019/2161/EU already addresses its transparent pricing to a certain extent.

Nowadays, when a game has the possibility of in-game purchases, the consumer needs to be informed upfront, for example in the app store prior to downloading the game on a device. Additionally, the transaction regarding in-game currencies does not take place in the middle of the game itself but is a clearly labelled part outside of the game. Acquiring in-game currencies requests several steps such as setting up of an account, deposit payment information, a pin code, a consent requirement and often a 2-factor-authentication. After the transaction the account holder receives a receipt of the

purchase from the trader, and additionally a confirmation from the payment provider (e.g. credit card company).

Because of this complex process, minors need their parents to set up for such an account (especially because credit card information is required). Thus, there already are several tools for parents to limit or even disable spending possibilities. Three quarters of children are not allowed to spend money when playing games.<sup>1</sup>

We suggest an orientation to the guidelines adopted in the UK by the Advertising Standards Authority on advertising of in-game purchases<sup>2</sup> to create a coherent level of information requirements in the European Region. Otherwise, companies would need to adjust their services depending on the gamer's residence.

**11<sup>th</sup> statement - There is a need for more transparency regarding the probability of obtaining specific items from paid content that has a randomization element (e.g. prize wheels, loot/mystery boxes in video games, card packs).**

**Bitkom disagrees with this statement.** We support the recent Commission Guidance to the Unfair Commercial Practices Directive on this point which will ensure that the standard developed by the industry in 2020 will now apply to all market players. This standard contained a voluntary commitment to provide improved transparency for consumers regarding purchasable random content, such as "loot boxes", to make the relative probability of obtaining those virtual items much clearer. This commitment led to a harmonized self-regulation of the industry which is a great example for the trustworthiness of many companies in the industry.

Since 1 October 2020, major console-makers require publishers to disclose probabilities of paid random items (loot boxes, card packs) in new games and game updates. Some publishers began providing probability disclosures before 2019, and others are following suit after the voluntary commitment.

**12<sup>th</sup> statement - Allowing consumers to set limits to the amount of time and money they want to spend using digital services (e.g. in-app purchases in video games) could help to better protect consumers.**

**Bitkom disagrees with this statement.** A universal solution does not seem to be target-orientated and fitting for each service. In fact, some companies where such limitation could make sense already established gift cards as a payment instrument to prevent overspending.

To protect minors, there already are several mechanisms to manage the spending of money and time established on the market. Though, again, such a default setting is

<sup>1</sup> <https://www.isfe.eu/wp-content/uploads/2021/12/GameTrack-In-Game-Spending-2020.pdf.pdf>

<sup>2</sup> [Guidance-on-advertising-in-game-purchases.pdf \(asa.org.uk\)](https://www.asa.org.uk/guidance-on-advertising-in-game-purchases.pdf).

not practical for each service, but voluntarily usable tools might be a more feasible solution. Especially parents should be in control of time and money spend by children instead of companies. Therefore, there already are certain tools for setting time limits. We think those tools should be easily accessible and usable for each consumer. Furthermore, we welcome further tools for parents to disable spending which are important instruments to mitigate unwanted spending.

Besides that, implementing such measures in the services or platform themselves would require a big number of financial recourses and costs for companies. The outcome would be disproportionate to the input because the “well informed and reasonably observant and circumspect” customer can easily monitor their expenses by themselves. More vulnerable consumers can be protected by a guardian who uses the existing tools.

The EU should create a level playing field for the digital and the analogue world instead of setting double standards at the expense of digital business models.

**12<sup>th</sup> statement: Where automation/bots are used to deal with consumer complaints and other inquiries, consumers should have the possibility of contacting a human interlocutor upon request.**

**Bitkom has a neutral stance towards this statement.** We do not see the necessity for regulation in this area because a combination of automated and personal customer supports meets the consumer’s needs and already is an established system for several businesses.

Nowadays, customer support comes in different forms. In most cases consumers have the opportunity to contact a real person even if a chat bot is provided. There seem hardly any companies that solely use chat bots for handling every customer request.

Regardless, the use of bots can be beneficial for consumers because those can solve simpler problems very quickly and without excessive waiting time. Chat bots can be a very efficient way to help customers with questions that can be answered through the input of only a few data – e.g., current shipping status, contract duration, cancelation period etc.

Finally, a customer support consisting of solely “real humans” requires a bigger number of financial resources due to personnel costs. Those higher cost could cause higher prices the consumer might have to pay at the end.

**13<sup>th</sup> statement: It should be possible to limit the possibility for resellers to buy sought-after consumer products using automated means (software bots) in order to resell them at a higher price.**

**Bitkom agrees with this statement.** Using bots to buy goods, for example limited edition clothing items, has been an issue the e-commerce is faced with for years. But it remains unclear how regulation should solve this problem to an efficient extent. Many companies already prohibit bulk-buys in their T&Cs or even limit their system in a way that one customer can only order X amount of product. Further regulation might not be feasible for every business. In fact, we question how the EU wants to define “sought-after” consumer products in a general but easily applicable way.

**14<sup>th</sup> statement: More specific information obligations should apply when products such as event tickets are sold in the secondary market.**

**Bitkom has a neutral stance towards this statement.** In general, a sufficient provision of information for all kinds of products is crucial for consumer protection and we indisputably support this idea. Though, regarding the already existing Digital Product Passport which was established for the enhancement for transparency of consumer information, we – again – question the necessity for further information requirements. Moreover, already existing consumer law states several information requirements towards consumers (see above). Adding more obligation to the current state of laws might lead to an overwhelming flood of information. This could cause consumers neglecting truly important information which misses the point of providing important information in the first hand.

**16<sup>th</sup> statement: The burden of proof of compliance with legal requirements should be shifted to the trader in certain circumstances (e.g. when only the company knows the complexities of how their digital service works).**

**Bitkom disagrees with this statement.** In fact, it is not clear which specific case the Commission had in mind when putting this statement into space.

Moreover, there already are plenty of regulations regarding a shift in the burden of proof in favor of the consumer. For example, Art. 12 of the Directive 2019/770/EU extended the already existing shift in the burden of proof for consumer goods purchases. Further regulation must not end in placing the complete burden of proof on the entrepreneur for every circumstance.

**17<sup>th</sup> statement: The concept of the ‘average consumer’ or ‘vulnerable consumer’ could be adapted or complemented by additional benchmarks or factors.**

**Bitkom has a neutral stance towards this statement** because it remains unclear what “additional benchmarks of factors” means in this case. But, as already stated, the EU should refrain from patronizing consumers in their well-considered decision-making process by imposing too far-reaching protective measures that stifle innovation and new ideas (that also lead to benefits and more choice for consumers).

Bitkom represents more than 2,000 companies of the digital economy. Through IT- and communication services only, our members generate a domestic turnover of 190 billion Euros per year, including 50 billion Euros in exports. Members of Bitkom employ more than 2 million people in Germany. Among the members are more than 1,000 small and medium-sized businesses, over 500 startups and nearly all global players. They offer a wide range of software technologies, IT-services, and telecommunications or internet services, produce hardware and consumer electronics, operate in the sectors of digital media or are in other ways affiliated to the digital economy. 80 percent of the companies’ headquarters are located in Germany with an additional 8 percent each in the EU and the USA, as well as 4 percent in other regions. Bitkom supports the digital transformation of the German economy and advocates a broad participation in the digital progression of society. The aim is to establish Germany as globally leading location of the digital economy.