

CLASSIFIEDS MARKETPLACES EUROPE

SUGGESTIONS/COMMENTS TO THE COMPROMISE AMENDMENTS TO THE DIGITAL SERVICES ACT

Compromise amendments which we support

CA 1 (Art. 1-2) & CA A (Rec. 1-15)

- We support the improved definition of “trader” in Article 2(e), which adds the notion of ‘direct’ relation to a trade/business/profession and therefore clarifies the scope to focus on business users.
- We support that there is no specific definition of “online marketplace”, as previous compromise amendments would have included consumer-to-consumer within the scope.

CA 2 (Art. 2-9a) & CA B (Rec. 16-33b)

- We support that the compromise amendment maintains the wording from the Commission’s proposal in Article 5.3 on the specific liability regime from marketplaces, as it would introduce a more balanced liability regime based that would be more reflective of the different types of marketplaces.
- We support the clarifications to the notion of “authority” or “control” of marketplaces over traders in Recital 23, which highlight that not all types of marketplaces would be covered by the specific liability regime in Article 5.3.

CA 3 (Art. 10-13) & CA C (Rec. 34-39):

- We support that the identification of online users would be limited to traders in Article 12(2): coupled with the clarifications on the definition of traders, this would limit burdens for our private users and facilitate the use of our services.

CA 6 (Art. 25-33) & CA F (Rec. 53-65)

- We support that the scope to designate VLOPs is maintained at 45M monthly active recipients in Article 25, as it would focus on the most important players and avoid imposing burdensome requirements on smaller players, while maintaining the horizontal nature of the DSA.
- We also welcome the clarifications on the methodology to calculate active recipients in Art. 25.

Compromise amendments which could benefit from improvements

CA 4 (Art. 14-15a) & CA D (Rec. 40-42a):

- We support the introduction of a notice and stay up mechanism in Article 14.3a, as it would protect users from over-removal of content.
- We support the introduction of an exemption for statements of reasons regarding deceptive, high-volume commercial content in Article 15.1, **but** this exception could benefit from clarifications that the notions of “deceptive” and “high-volume” are not cumulative. The paragraph should instead indicate: "This obligation shall not apply where the content is **either** deceptive **or** high-volume commercial content”.
- **However**, we strongly oppose NEW Article 15a, which creates new provisions on consent which would go beyond requirements in GDPR: this would create legal

uncertainty on the DSA's interplay with other legislations (including GDPR, and would pose a severe threat to advertising revenues which is an important revenue channel for financing classifieds business models. We particularly recommend removing paragraphs 1.a and 1.b.

CA 5 (Art. 16-24a) & CA E (Rec. 43-52a)

- We support the added flexibility for traceability obligations and the focus on traders
- We are concerned with the requirement to collect bank account details in Article 22(1.c) - We instead recommend including IMCO Amendments 1385 from MEP Charanzová and 1386 from MEP Gozi, which instead focus on payment account details.
- We strongly oppose NEW Article 24.2, which goes beyond the GDPR requirements on consent options from end-users, would pose a severe threat to advertising revenues which is an important revenue channel for financing classifieds business models. At the very least it has to be aligned with the GDPR by replacing the word "refusing" with the word "withdrawing" as stated in Art. 7 para.3 GDPR.