

The Consumer Voice in Europe

WTO E-COMMERCE NEGOTIATIONS

BEUC recommendations



Contact: Léa Auffret – trade@beuc.eu

BUREAU EUROPÉEN DES UNIONS DE CONSOMMATEURS AISBL | DER EUROPÄISCHE VERBRAUCHERVERBAND
Rue d'Arlon 80, B-1040 Brussels • Tel. +32 (0)2 743 15 90 • www.twitter.com/beuc • consumers@beuc.eu • www.beuc.eu
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Why it matters to consumers?

EU consumers buy goods and services online every day. However, they can encounter various problems when buying from sellers located outside the EU. For example, consumers may not always have all the information they need – about the location of the seller or applicable consumer rights – to make an informed choice. Consumers can also face bad surprises such as receiving instructions manuals in a language they do not understand or having to pay unexpected custom fees. And it may be difficult to act when something goes wrong. The World Trade Organization (WTO) negotiations on e-commerce must address these challenges. However, they should not negotiate rules that could put at risk domestic consumer protections, such as those on data protection, and should not limit the right of the EU to regulate in the consumer interest.

Context

A group of countries that is part of the World Trade Organization (WTO) would like to modernise the global rules governing e-commerce. For instance, they wish to prevent restrictions to e-commerce, to enhance consumer trust online and to touch upon related sectors like telecommunications. During the 10th ministerial conference of the WTO in 2017, these countries announced their intention to negotiate about trade-related aspects of e-commerce. They confirmed this intention on 25 January 2019 in the margins of the World Economic Forum.

76 countries, including the European Union (EU), will be part of these negotiations. Other members of the WTO are not willing to join due to a variety of concerns. The talks will nevertheless be organised within the WTO and be open for all members to join at any given time. Australia, Japan and Singapore will 'co-convene' (manage) the talks.

These negotiations will not necessarily lead to a proper 'trade agreement'. The EU, and other participants, could end up adapting how they committed to open their markets in existing global agreements of the WTO, namely the General Agreement on Tariffs and Trade (GATT) and the General Agreement on Trade in Services (GATS). In addition to adapting these so-called 'schedules of commitments', they could define horizontal rules, to enhance consumer trust online for instance.

Summary

- The result of the WTO e-commerce negotiations, if they are successful, could have a direct impact on consumers as it will define the new global rules for online shopping and potentially telecoms. Given the importance of these sectors in consumers' daily lives, these rules must benefit them. At the same time, they should not put at risk current and future levels of consumer protection.
- Consumers must be at the heart of the WTO e-commerce talks. Therefore, the goal of enhancing consumer trust online must remain a central pillar all along the talks. Basic benefits for consumers from these talks could for example be reduced prices and more choice thanks to a more competitive global market. At the same time, consumers are also facing many challenges when they buy online, especially from sellers located outside of the EU. Consumers should be able to rely on clear information to make adequate choices and have easy access to redress and dispute settlement if something goes wrong. They should have the same protections online as offline. If trade negotiations are to cover telecommunications, consumers should benefit from more transparent and competitive prices in this sector.
- To enhance consumer trust online, the participating countries should also address the crucial issue of product safety. Efforts must be taken to make sure consumers will not be harmed by dangerous products sold online. Additionally, regulators from the countries involved should work together to better protect consumers. They should cooperate on consumer protection, market surveillance, enforcement, competition, redress and dispute resolution.
- The negotiations must preserve existing and allow for future consumer protections. To achieve this goal some sensitive issues should not be up for negotiation, such as data protection/privacy, net neutrality, artificial intelligence and cybersecurity. We have serious concerns about clauses in existing trade deals of some other WTO countries on these matters. It is therefore advised the EU adopts a careful approach to avoid limiting its ability to regulate in the consumer interest. This is especially important for areas where there are not even EU rules in place.
- Consumers are entitled to know what is being negotiated on their behalf and what the impact will be of these global rules. The EU has become significantly more transparent when it comes to trade negotiations. Yet in a plurilateral (multi-country) context EU action only will not be sufficient. All participating countries must embrace the transparency culture and let the public know what is on the table. Publishing texts will contribute to restore public trust in trade and prevent disinformation. There should be formal regular meetings where stakeholders are not only briefed, but also listened to by negotiators.

Our recommendations for a positive WTO e-commerce outcome for consumers

1. Let's bring positive changes for consumers and place consumers at the centre

1.1 Online consumer trust

It is positive that the EU wishes to enhance consumer trust in e-commerce. In 2016, only 11% of EU consumers bought online from sellers located outside of the EU¹. Our research² shows that trust is lacking and that EU consumers buying online from foreign sellers face many hurdles. The main four problems they encounter are:

- **Entering online global market place by accident:** A consumer thinks he/she is buying a product from a seller located in the EU while the seller is in reality in, for instance, the United States.
- **Poor quality of goods:** The online picture looked appealing, but the product delivered is not in conformity and/or does not function properly.
- **Delivery time and costs:** Consumers are not always aware it can take up to 2 months for products to be delivered. Sometimes consumers face unexpected custom duties for imported products, as these are almost never announced during the purchase process.
- **Difficulty in resolving disputes:** Trying to return a product to a Chinese seller and ask for reimbursement can be very complicated.

Consumer organisations have also found that some products do not comply with EU rules and even worse, can harm consumers. In 2017 for instance, our Danish member, Forbrugerrådet Tænk, ordered 25 toys online from various websites located outside the EU: 10 did not respect EU safety rules and could have harmed children³. In March 2019, Forbrugerrådet Tænk once again ordered 12 toys, this time only from the webshop *wish.com*: all failed safety tests. None of them were compliant with EU rules. Strangulation and hearing damage were the risks in this case⁴. In addition, Forbrugerrådet Tænk ordered 21 cosmetics from this website in 2018. Most of them did not respect EU labelling rules of ingredients. One cream even contained two allergens that are banned in the EU⁵.

This is the reality of the EU consumer journey in global online markets. We strongly recommend the EU to seize the opportunity of the WTO e-commerce negotiations to address consumer problems. However, at this stage it seems that the European Commission is merely aiming to convince other countries of having minimum consumer protections in place. This would take the form of a limited general principle. The reasoning here is that it would be too complicated for 76 countries to agree about more detailed consumer protections.

¹ Consumer Conditions Scoreboard: [Consumers at home in the Single Market, 2017](#).

² BEUC and vzbv study '[The Challenges to protect EU consumers in online global markets](#)', 2017.

³ Result of a [mystery shopping](#) done by Forbrugerrådet Tænk on 25 toys in December 2017.

⁴ Result of a [mystery shopping](#) done by Forbrugerrådet Tænk on 12 toys in March 2019 and [video](#)

⁵ Result of a [mystery shopping](#) conducted by Forbrugerrådet Tænk on cosmetics in April 2018.

Interestingly, the European Commission is ready to go much further to make it easier for EU companies to operate in foreign markets. For instance, it wants to make sure they will face less obstacles to obtain licences to operate in foreign markets. Consumers deserve the same degree of ambition as companies in trade negotiations of this scale. They should also be able to rely on the EU to find solutions for the obstacles they face when shopping online. We call on the Council of the EU and the European Parliament to support the consumer interest in these negotiations. Both institutions should encourage the European Commission to do more for consumers while protecting them.

What the EU should propose in the WTO e-commerce negotiations

The EU should propose a horizontal commitment that would recognise the need to have in place measures to guarantee consumer protection, which should comprise, *inter alia*:

- Protections against fraudulent and deceptive practices;
- Measures that safeguard fair business conduct;
- Possibility to make an informed choice: consumers should have basic information about the product or service, its origin, the origin of the seller, how to contact the seller, the total cost, the applicable consumer rights;
- Strong security of online payments;
- Easy access to redress and dispute settlement;
- Proper resources for authorities to enforce consumer protections and cooperate with other authorities to protect consumers.

This type of detailed approach is not new. It is being proposed by the EU to Australia and New Zealand in ongoing bilateral trade negotiations⁶. This is the type of ambitious position that should be followed in the WTO e-commerce context, especially because it is a plurilateral negotiation. It will maximise the positive effect for consumers if this is followed by a large group of countries.

Existing United Nations⁷ and OECD⁸ guidelines for consumer protection already propose solutions and should be taken into account during these negotiations. Our recommendations are not only valid for EU consumers but for consumers across the globe. That is why Consumers International, the global consumer network umbrella organisation, published similar advice in its checklist for a positive WTO e-commerce deal⁹.

What the EU and all participating countries should pursue in parallel of the talks

Consumers receive more and more products from third country sellers by direct postal delivery. It may happen that these products do not comply with EU laws or are even dangerous. Our Danish member organisations identified (cosmetics sold by non-EU traders on wish.com containing allergens that are banned in the EU¹⁰. While the EU has taken first steps to prevent non-compliant products to enter the single market through a new Regulation on enforcement and compliance¹¹, the improvements will not apply to all consumer products. Therefore, loopholes and product safety issues remain. It is not possible to tackle the issue of online consumer trust without addressing the issue of product safety and compliance. All participating countries in the negotiations face the same

⁶ See the article 12 on online consumer trust in the 2018 EU proposal to Australia for a [digital trade chapter](#).

⁷ [United Nations guidelines for consumer protection](#).

⁸ OECD guidelines, [Consumer protection in e-commerce](#).

⁹ Consumers International [checklist for WTO e-commerce](#).

¹⁰ Our Danish member Forbrugerrådet Tænk did a [mystery shopping investigation](#) in 2018 targeting the online marketplace wish.com.

¹¹ Still officially to be finalised in spring 2019.

problem. At global level, governments should take action and cooperate to make sure dangerous products will not be sold online to consumers.

In addition, the EU should encourage the improvement of existing **international cooperation** to benefit and protect consumers. For instance, there should be an impetus for regulators to work better together at the UN, the International Consumer Protection and Enforcement Network (ICPEN) and OECD. Regulators could focus on **consumer protection, product safety, market surveillance, enforcement, competition, redress and dispute resolution**. A practical way to better protect consumers in online shopping is to exchange information on dangerous products. Regulators could also conduct joint investigations, recalls and enforcement activities. This is a necessary supplement to setting global rules on e-commerce: rules are useless if they are not enforced.

1.2 Telecommunications

If proposals on the telecommunications sector are made, it is crucial to create the conditions for a more competitive telecoms market. We already witnessed an improvement in transparency for telecom prices in recent trade agreements such as the EU-Japan economic partnership¹². We call on negotiators to go a step further by promoting strong competition rules that could bring down prices for consumers when it comes to text messages, calls,¹³ data downloads and roaming. Roaming costs matter to consumers because mobile phones and frequent cross-border travel have become almost commonplace for consumers. Unfortunately, prices for calling, texting or downloading data by phone when abroad are so high as to be prohibitive.

It is crucial countries keep their ability to regulate to ensure consumers have access to a high-quality service, affordable prices and broad choice. Deregulation does not deliver to consumers. While some argue a regulated telecoms market is bad for business, the EU experience demonstrates the opposite. Regulation is there to ensure liberalised markets deliver to consumers and businesses – as the EU example demonstrates. The liberalisation process in the EU and the electronic communications framework has in fact contributed to more competition, which in turn has led to lower prices, more choice and innovation. In addition, it is essential that regulatory authorities in charge of the telecoms sector are independent from political and business influence.

1.3 Unsolicited commercial communications

In its submission to the WTO on e-commerce in 2018, the EU proposed to “work towards a set of broad, technology neutral obligations ensuring that consumers are protected against unsolicited commercial communications”.

The EU proposed:

- Consumers should be able to opt out of such messages at any time and/or have the option of opting-in, leaving a choice for consumers to receive unsolicited commercial electronic messages.
- Members could also consider developing a rule ensuring that means of recourse are available for consumers and agree to the principle that spam should be easily identifiable.

¹² [Article 8.57 on international mobile roaming](#) of the title on services of the Economic Partnership Agreement between the EU and Japan.

¹³ BEUC [Factsheet](#) “International Calls”.

In the EU, unsolicited commercial communications are dealt with in the ePrivacy Directive.¹⁴ The ePrivacy Directive distinguishes between electronic messages (such as e-mails and SMS) and telemarketing calls. For messages, the general rule is opt-in. For calls, it is up to EU Member States to choose between opt-in and opt-out. From a consumer perspective, it is key to ensure any provisions are in line with the ePrivacy rules and, in view of the review, avoid restricting the ability of legislators to go beyond what will be agreed in these negotiations.

2. Keep sensitive issues for consumers out of this deal

2.1. Cross border data flows: associated risks for data protection & privacy

There has been a growing call from certain businesses and countries to use trade as a tool to allow data to flow freely across the globe and prevent unjustified restrictions such as forced data localisation. At the same time, there have been several calls not to compromise on data protection and privacy in trade negotiations.¹⁵

From the Cambridge Analytica scandal to the manipulative and constant tracking of some companies¹⁶ to several data breaches, it is clear that domestic privacy and personal data protection measures are needed.¹⁷ An increasing number of policy-makers have understood this, as there has been a growing number of data protection and privacy laws across the globe.¹⁸ In fact, data protection and privacy are fundamental rights in the EU and in other countries. Several corporations have understood this as well and some have already joined calls for strong and comprehensive data protection and privacy rules.¹⁹

When it comes to including cross border data flows provisions in the WTO e-commerce discussions, it is key to remember that one cannot dissociate personal data protection and privacy from data transfers. Therefore, negotiating on cross border data flows ultimately means that the fundamental rights to privacy and personal data protection are part of the bargain.

In 2016, BEUC, the Center for Digital Democracy (CDD), European Digital Rights (EDRi) and the Trans-Atlantic Consumer Dialogue (TACD) commissioned an independent study²⁰ which showed that article XIV of the GATS (WTO General Agreement on Trade in Services) is not an exception that sufficiently safeguards privacy and data protection. The study concluded that trading partners could use trade agreements to attack each other's data protection and privacy rules. This puts people's fundamental rights at risk.

The European Union has clearly stated that the fundamental rights to privacy and personal data protection are not up for negotiation. This can only be logical as the right to privacy is a universal human right as well.²¹ In order to offer a compromise to those stakeholders

¹⁴ [Directive 2002/58/EC](#).

¹⁵ See, for example European Data Protection Supervisor blog, [Less is Sometimes More](#).

¹⁶ Norwegian Consumer Council, New study: [Google manipulates users into constant tracking](#).

¹⁷ See for example the Eurobarometer on [ePrivacy](#) and US National Telecommunications and Information Administration's recent [survey](#).

¹⁸ See [UNCTAD analysis of Data Protection and Privacy Legislation Worldwide](#).

¹⁹ See, e.g. the [Open letter](#) to EU member states from NGOs and industries in support of the ePrivacy Regulation.

²⁰ K. Irion, S. Yakovleva and M. Bartl, "[Trade and Privacy: Complicated Bedfellows? How to achieve data protection-proof free trade agreements](#)", July 2016, Amsterdam, Institute for Information Law (IViR).

²¹ Recognised as such by *inter alia* the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights.

and trade partners that were demanding cross-border data flows clauses in trade deals, the EU adopted a position²² which we welcomed²³.

In these WTO e-commerce talks the EU will have to negotiate with trading partners who already have in place digital rules in their own trade agreements such as the Comprehensive and Progressive Trans Pacific Partnership (CPTPP) and the new trade agreement between the US, Canada and Mexico (USMCA).

Text of the Comprehensive and Progressive Trans Pacific Partnership (CPTPP), e-commerce chapter

Article 14.11: Cross-Border Transfer of Information by Electronic Means

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means.
2. Each Party shall allow the cross-border transfer of information by electronic means, **including personal information**, when this activity is for the conduct of the business of a covered person.
3. **Nothing** in this Article **shall prevent** a Party from adopting or maintaining measures inconsistent with paragraph 2 to **achieve a legitimate public policy objective, provided that** the measure:
 - (a) is not applied in a manner which would constitute a means of **arbitrary** or **unjustifiable discrimination** or a disguised restriction; and
 - (b) does not impose restrictions on transfers of information **greater than are required to achieve the objective**.

However, these provisions would not sufficiently safeguard the EU's fundamental rights to privacy and protection of personal data. According to this type of clauses, such rights can only exist if they respect strict conditions in order to avoid 'obstructing' trade flows. However, under fundamental rights law, the logic is exactly the opposite: the protection of people's rights comes first.

As explained above, the EU horizontal clauses on this subject offer the right compromise. It should be treated as a **red line** for the EU. If the outcome on this topic does not mirror the EU text, BEUC strongly urges the EU not to commit to it. Indeed, the risks for consumer rights would be greater than the benefits that can be achieved.

2.2 Net neutrality: trade is not the appropriate forum

Net neutrality is a cornerstone principle of the internet. Having full access to the internet by everyone at any time is an enabler to e-commerce. It allows users to have and enjoy the right to access content, services, applications and devices of their choice without discrimination. The EU has had net neutrality rules since 2015 that represent a fundamental pillar of its Digital Single Market.

In its submission to the WTO in July 2018 on telecommunications²⁴, the EU explains that it wants to include net neutrality and internet access in the scope of the discussions of WTO e-commerce talks. The EU aims at achieving two objectives:

²² EU [position](#) on cross-border data flows and protection of personal data and privacy in trade agreements.

²³ Civil society groups [respond](#) to EU position on data privacy in trade negotiations.

²⁴ EU [communication](#) on telecommunications to the WTO, July 2018.

- Recognising that internet access is a key enabler for electronic commerce and that, as such, it is considered a basic public telecommunications service that all businesses should be able to access and use in fair and non-discriminatory terms for their lawful activities;
- Endorsing the principle of an open and neutral internet, whereby users of internet access services can access an open internet without being discriminated against based on commercial interests.

This is something that BEUC could support, but we urge caution not to endorse an outcome that does not deliver on both issues.

In the upcoming negotiations the EU will have to face countries that have a very different view of net neutrality. For example, the United States underwent recent changes on net neutrality that are negative for consumers. In addition, 11 countries²⁵ have signed a trade agreement (CPTPP) containing a clause that does not fully deliver on net neutrality.

Text of the Comprehensive and Progressive Trans Pacific Partnership (CPTPP), e-commerce chapter

Article 14.10: Principle of Access to and Use of the Internet for Electronic Commerce

Subject to applicable policies, laws and regulations, the Parties recognise the benefits of consumers in their territories having the ability to:

- (a) access and use services and applications of a consumer's choice available on the Internet, subject to reasonable network management;⁷
- (b) connect the end-user devices of a consumer's choice to the Internet, provided that such devices do not harm the network; and
- (c) access information on the network management practices of a consumer's Internet access service supplier.

⁷ The Parties recognise that an Internet access service supplier that offers its subscribers certain content on an exclusive basis would not be acting contrary to this principle.

It is likely that these countries will have similar demands for the WTO e-commerce negotiations. This is problematic because it only ensures access to part of the internet. Full internet access is not guaranteed. In addition, traffic management should be limited, e.g. it should be non-discriminatory, as EU rules establish.

There is a risk the EU will be isolated and face pressure from other partners. A consensus is unlikely to emerge on how to best articulate such a commitment on net neutrality taking, for example, into account the plurilateral negotiations under the Trade in Services Agreement (TiSA). If WTO negotiations were to address internet access or net neutrality, we urge the EU to ensure full respect of its rules. Regulatory modifications that may be needed in the future, e.g. an explicit prohibition of zero rating, must not be limited or prohibited. If this cannot happen and a text similar to the CPTPP is proposed, we urge the EU and other parties not to include it in their schedule of commitments as this may hamper domestic protections.

²⁵ Australia, Brunei Darussalam, Canada, Chile, Japan, Malaysia, Mexico, New Zealand, Peru, Singapore, and Viet Nam.

2.3 Artificial intelligence: the link between banning forced disclosure and consumer protection

Consumer's lives are dominated by products and technologies that are interconnected and increasingly automated and intelligent. The shift towards the use of automated decision making, based on algorithms, for commercial transactions will change the way in which consumer markets and our societies function. As a principle, auditing of automated decision-making processes such as algorithms should always be possible. This will allow authorities to assess whether legal obligations under data protection rules, EU consumer law, or sector-specific rules are upheld and whether non-discrimination is ensured.

Companies and services providers are lobbying the EU to make sure they will not be obliged to disclose their source codes and algorithms in order to be authorised to operate in foreign markets, notably in Russia and China. Similar lobby pressure in the US was successful and made its way in the trade agreement that is replacing NAFTA (North American Free Trade Agreement), the so-called USMCA (United States, Mexico and Canada trade agreement).

Text of the US, Mexico and Canada agreement (USMCA), digital trade chapter

Article 19.16: Source Code

1. No Party shall require the transfer of, or access to, a source code of software owned by a person of another Party, or to an **algorithm** expressed in that source code, as a condition for the import, distribution, sale or use of that software, or of products containing that software, in its territory.

2. This Article **does not preclude a regulatory body or judicial authority** of a Party from requiring a person of another Party to preserve and **make available** the source code of software, or an **algorithm** expressed in that source code, to the regulatory body for a specific investigation, inspection, examination, enforcement action, or judicial proceeding⁶, **subject to safeguards against unauthorized disclosure.**

⁶ This disclosure **shall not be construed to negatively affect** the software source code's status as a **trade secret**, if such status is claimed by the trade secret owner

These countries are likely to ask for a similar result in the WTO e-commerce context. This could bring negative effects for consumers. Indeed, this type of clause means that consumer protection authorities would need to comply with a trade checklist before being able to verify whether an algorithm complies with the law and does not discriminate consumers. They could even be prevented from accessing algorithms altogether if companies were to consider them trade secrets, as is the case in the USMCA.

At a point in time where policy-makers and regulators are only beginning to explore the possibilities to make algorithmic decision-making accountable, non-biased and widely available, it would be tremendously premature to touch upon the issue of disclosure of algorithms in a trade context. Even if the EU was to introduce exceptions in its commitments, this would make it very complicated for authorities to investigate. It would be very concerning and absurd to have an international trade commitment block authorities from protecting consumers for the sake of companies' access to foreign markets.

2.4 Cybersecurity: trade commitments could limit the ability of the EU to regulate

Some of the countries that participate in the WTO e-commerce negotiations wish to tackle the issue of cybersecurity. There could be a value for countries to better cooperate if this prevents cybersecurity incidents. However, recent trade agreements such as the USMCA include rules that go beyond this cooperation goal and could be detrimental to consumers.

Text of the US, Mexico and Canada agreement (USMCA), digital trade chapter

Article 19.15: Cybersecurity

1. The Parties recognize that threats to cybersecurity undermine confidence in digital trade. Accordingly, the Parties shall endeavor to:

(a) build the capabilities of their respective national entities responsible for cybersecurity incident response; and

(b) strengthen existing collaboration mechanisms for cooperating to identify and mitigate malicious intrusions or dissemination of malicious code that affect electronic networks, and use those mechanisms to swiftly address cybersecurity incidents, as well as for the sharing of information for awareness and best practices.

2. Given the evolving nature of cybersecurity threats, the Parties recognize that **risk-based approaches** may be more effective than prescriptive regulation in addressing those threats. Accordingly, each Party shall endeavor to employ, and **encourage enterprises** within its jurisdiction to use, risk-based approaches that **rely on consensus-based standards and risk management best practices to identify and protect against cybersecurity risks** and to detect, respond to, and recover from cybersecurity events.

This provision aims to prevent regulation of cybersecurity and to promote companies' self-regulation. Yet we already see that self-regulation is not working as consumers are not safe in today's world of connected products.

Most of the connected products are manufactured today without basic security features embedded in their system. Consumer groups in the EU and the US demonstrated this lack of protection by collectively taking action against flawed internet-connected toys.²⁶ This action was based on the findings of Forbrukerrådet²⁷, the Norwegian member of the BEUC network, which revealed that connected toys such as 'My Friend Cayla' had multiple security risks which compromised the children's physical safety. For example, the doll could be used by a stranger to talk to children from the distance. Similar work has been done on smartwatches for kids²⁸ and other consumer connected products²⁹.



²⁶ Consumer organisations across the EU take [action](#) against flawed internet-connected toys.

²⁷ [#Toyfail](#), an analysis of consumer and privacy issues in three internet-connected toys, Forbrukerrådet.

²⁸ [#WatchOut](#), Analysis of smartwatches for children, Forbrukerrådet.

²⁹ Press release from the Belgian consumer organisation, Test Achats, [Maison connectée, maison en danger!](#)

#Toyfail campaign, Forbrukerrådet

Touching upon cybersecurity in the context of trade discussions is likely to interfere with efforts to better protect consumers. Therefore, the EU should not take commitments in relation with cybersecurity. Regulators should rather cooperate at the multilateral level to improve the security of connected products for consumers. They should consider the value of having binding minimum security requirements such as strong authentication mechanisms, encryption and security update.

3. Transparency and meaningful involvement

We welcome the European Commission's approach to systematically publish its trade proposals, as well as information and reports about its trade negotiating rounds. It is essential the same transparency is applied to the WTO e-commerce negotiations.

Other countries should follow the EU's best practice when negotiating international rules that will affect consumers. Citizens are entitled to know what is being negotiated on their behalf. If public interest groups are able to access official proposals, they can provide constructive recommendations to negotiators. Stakeholders that are member of the EU Free Trade Agreement expert group, as BEUC is, are tasked to provide expert advice to the European Commission on ongoing negotiations. They cannot fulfil their duty if they do not know what is actually being negotiated. We therefore call on all participating countries to publish textual proposals, including consolidated texts.

Negotiators ought to also engage with consumer organisations to better understand the reality of e-commerce from the demand side. To that end, there should be a formal mechanism for regular meetings and interactive events. We especially call on the EU to facilitate such process and the co-conveners to proactively organise this.

Improvements on both transparency and meaningful engagement are necessary to enhance the legitimacy of the process and prove that trade can deliver and protect consumers.



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