



9 SEPTEMBER 2019

# Feedback on draft implementing act on a contract summary template for electronic communications service providers



## Our feedback

DIGITALEUROPE welcomes the opportunity to provide feedback on the European Commission's draft implementing act to specify a contract summary template as required by the European Electronic Communications Code (EECC). We believe that providing clear information to consumers is crucial and that the contract summary can help achieve this.

However, given the EECC will apply to a diverse new set of services, it is important to ensure that the contract summary template is flexible and principle-based in order not to restrict innovation that improves user experience. Indeed, as outlined in Recital 261 of the EECC, the contact summary's goal is to help both consumers take informed decision and service providers reduce compliance costs.

The draft implementing act partly fulfils this flexibility goal. We are nevertheless concerned that some elements of the draft are too prescriptive and exceed the letter of the EECC.

In terms of format, Art. 102(3) simply stresses that the contract summary shall be 'concise and easily readable.' While we appreciate the Commission's interest to provide some support to service providers in how to interpret this, the draft act goes beyond by imposing more prescriptive requirements:

- » Art. 2(2) prescribes a specific font size, allowing exceptional exemptions. Given the spread of new user interfaces (mobile device screens, wearables, voice assistants, etc.), this exception is likely to be insufficient. We would therefore call on the Commission to refrain from mentioning a specific font size. Indicative size could be mentioned in the recital as an example, rather than a requirement.

- » Art. 2(3) prohibits the use of visuals overlaying text. This is overtly prescriptive and would discourage service providers' use of both graphics and text that could indicate something meaningful for consumers. Requirements on visuals should therefore be nuanced.
- » Art. 2(4) prohibits the use of specialised language. While we agree that specialised language should be avoided as much as possible, it can be necessary to relay required information. For example, describing accessibility features by using terms like 'total conversation' may be understood by a court as specialised, when it is understandable to the specific community targeted by this information.
- » Recital 5 prescribes the use of commonly used fonts. Many service providers use proprietary, easily readable fonts for their corporate and legal communications; they should be allowed to continue doing so as long as they fulfil the requirements of Art. 102(3). This language should be deleted.

In terms of content, the draft act and its Annex also require the inclusion of information that goes beyond the text of the EECC, makes it more difficult to comply with it or is contradictory. More specifically:

- » The description of the headings outlined in the Annex suggests that information on price must be included, including when the service is provided without direct monetary payment but subject to certain obligations. This is inconsistent with Art. 102(3)(c), which stresses that the contract summary includes information on prices 'where the service is provided for direct monetary payment.' This should be clarified in the final act.
- » The pricing information requirements as detailed in Recitals 9 and 12 seem to presume that all services utilise volume-based pricing models, whereas many offer unlimited service plans. Some adaptations are proposed to nuance the draft text in this sense.
- » When it comes to describing accessibility features, Recital 16 provides an extensive list of elements to be covered. This would require lengthy information which would make it difficult for service providers to fulfil the conciseness criteria of the EECC and A4 equivalence in Art. 2(1). Furthermore, the draft Annex argues that 'where applicable, details can be indicated to be available separately,' an approach DIGITALEUROPE is supportive of and should be encouraged.

In particular, DIGITALEUROPE believes that the use of separate information pages, accessible through hyperlinks, will provide the right solution to ensure that the summary remains concise and easily readable. The use of hyperlinks should

therefore be encouraged throughout, as long as the service provider provides the basic contract summary information required by Art. 102.

In the table below, we share some suggestions for amendments to the draft implementing act and its Annex.

Suggested amendments to draft implementing act – Articles	Justification
<p style="text-align: center;"><i>Article 2</i></p> <p style="text-align: center;"><i>Presentation of content</i></p> <p>2. The information in the contract summary shall be presented in accordance with the order of information and clearly distinguishable headings as set out in the Annex. The font type <b>and size</b> used shall be such that the text is easily readable. <del><b>The font size shall normally be at least 10 point. In exceptional and duly justified circumstances the font size may be reduced.</b></del></p>	<p><i>A specific font size is too prescriptive and does not take into account the diversity of medium the contract summary may be presented on today and in the future.</i></p>
<p>3. When colours are used in the contract summary the content shall <b>remain be</b> easily readable with a sufficient contrast. <del><b>The use of visuals shall not overlay text should not adversely affect easy readability or be distracting to the consumer.</b></del></p>	<p><i>The use of ‘remain’ is unclear.</i></p> <p><i>Prohibiting the use of visual overlaying text is too prescriptive and would discourage service providers use of both graphics and text that could indicate something meaningful for consumers.</i></p>
<p>4. The contract summary shall be drafted in easily readable language. Specialised language <del><b>shall not be used should be avoided, unless necessary to convey the required information.</b></del> The contract summary shall focus on key information that the consumer needs to compare offers and to make an informed decision.</p>	<p><i>Prohibiting the use of specialised language altogether is problematic, as it can be necessary to relay required information. For example, describing accessibility features by using terms like ‘total conversation’ may be understood by a court as specialised, when it is understandable to the specific community targeted by this information.</i></p>

<b>Suggested amendments to draft implementing act – Recitals</b>	<b>Justification</b>
<p>(4) In order to ensure comparability between electronic communications service offers, the layout of the contract summary should include clearly distinguishable headings under which the different elements should be grouped. To facilitate understanding and a swift identification of important information by the consumers, the relevant elements under each heading should be presented in short sentences or in table format, where possible. <b>To avoid complexity and excessive length, contract summaries may include hyperlinks to required content when such information cannot reasonably be presented in an easily readable format within the space permitted by the contract summary template.</b></p>	<p><i>Introducing tables would require important engineering should the contract summary be provided natively on a device's screen. Please ensure that the choice between short sentences and table format is kept in the final IA. Hyperlinks can constitute an appropriate way of reducing length and avoiding complexity in the summary, as well as providing useful supplemental information.</i></p>
<p>(5) The easy readability of a font depends on various factors, and includes the relation between viewing distance, the character height and whether the font size is easily enlarged when provided electronically. <del>When read from a close distance, For example,</del> a font size of at least 10 point <del>should be considered easily readable for many consumers when read on a printed A4 paper.</del> Headings should be distinguishable also by increased font size. <del>Commonly used fonts should be used and decorative fonts should be avoided.</del> Easy readability should also be ensured by using sufficient contrast between the font and the background, especially when using colours.</p>	<p><i>Just like Art. 2(2), the recital should not require specific font size but should include examples to help interpretation.</i></p> <p><i>'When read from a close distance' is very different when looking at a laptop screen, a mobile device screen, a wearable device or a piece of paper.</i></p> <p><i>Many service providers use proprietary, easily readable fonts for their corporate and legal communications; they should be allowed to continue doing so as long as they fulfil the requirements of the EECC's Art. 102(3).</i></p>

<p>(6) Certain channels used for the sale of electronic communications services, such as cash and carry services, could require scaling down of the contract summary where justified, for example in order to fit the packaging in use. Prepaid services are sometimes sold in packaging with dimensions that would render the provision of the 10-point font size impracticable. Similarly, <b>when the service is purchased, enabled and/or downloaded through an electronic device, smaller font size might be needed to ensure readability that <del>allow fonts to be enlarged could present the contract summary in the size of the full screen. A 5-6 point font should anyhow be considered as the minimum legible size.</del></b></p>	<p><i>The language on electronic devices suggests that smaller font size should only be considered if the contract summary can be seen in full screen. These are not realistic expectations for mobile devices, where a full screen summary would be impossible to read. Expectations on font must therefore remain more flexible to cater for innovation in user experience.</i></p>
<p>(8) Specialised language, technical jargon and acronyms should be avoided, <b>unless necessary to convey the required information.</b></p>	
<p>(9) Describing the services in a standardised manner is of high importance to consumers. The services included in the summary and the volumes included per billing period, where relevant, should be specified. The volumes should refer to the quantity of calls, messages and data included in the service, including for roaming. <b>For services with consumption-related charges,</b> calls should be measured by minutes or seconds in accordance with the provider's pre-contractual information, messages should be measured by their number or data by megabytes or gigabytes, where relevant.</p>	<p><i>This language assumes all services use a consumption-based billing model, whereas many offer unlimited service plans charged on a recurring basis.</i></p>

<p>(12) <b>If the service is provided for direct monetary payment</b>, various categories should be indicated for the price and should include the activation price, the monthly price, the monthly price with discount and equipment price <b>for any recurring or consumption-related charges</b>. Where a promotional price applies, this should be clearly indicated, including the period that the offer is valid and the full price without the offer. The price information for bundles should include the price for all the services provided.</p>	<p><i>In line with the EECC's Art. 102(3)(c).</i></p>
<p>(16) The summary of features for end-users with disabilities should cover, where available, at least real-time text, total conversation, relay services, accessible emergency communications, specialised equipment, special tariffs and accessible information. <b>Where applicable, details can be indicated to be available separately.</b></p>	<p><i>In line with the draft Annex.</i></p>
<p><b>Suggested amendments to draft implementing act – Annex</b></p>	<p><b>Justification</b></p>

<p style="text-align: center;">PART A – Template</p> <p style="text-align: center;">Contract summary</p> <ul style="list-style-type: none"> <li>• This contract summary provides the main elements of this service offer as required by EU law.</li> <li>• It helps to make a comparison between service offers.</li> <li>• Complete information about the service is provided in other documents.</li> </ul> <p>Service[s and equipment]</p> <p>Speed of the internet access service and remedies in case of problems</p> <p>Price, <b>when provided for direct monetary payment</b></p>	<p style="text-align: center;"><i>In line with the EECC's Art. 102(3)(c).</i></p>
---	---

<p>PART B – Instructions for completing the summary</p> <p>The service or brand name of the electronic communications service offered shall be immediately above the title ‘Contract summary.’ The name of the provider shall immediately follow the name of the electronic communications service. The provider may insert its logo to the right of the title ‘Contract summary.’</p> <p>The name, address and direct contact information of the provider and, if different, the direct contact information for any complaint, shall be included below the name of the provider. The summary can be dated.</p> <p>In cases where the contract does not include the provision of terminal equipment, the reference to equipment under the heading ‘Service(s) and equipment’ shall be deleted. In cases where the contract does not include an internet access service, the section on the ‘Speed of the internet access service and remedies in case of problems’ shall be deleted. In cases where no other information is provided, the section ‘Other relevant information’ shall be deleted. <b>In case with the contract does not include information on price, the section on ‘price’ can shall be deleted.</b></p>	
<p>Section ‘Price’</p> <p>For electronic communication services provided for direct monetary payment, this section shall include, as applicable, the price for activating the service, monthly price, monthly price with discount where applicable and equipment price. Where applicable, pricing details, including prices which will apply after the volumes included in the</p>	<p><i>In line with the EECC’s Art. 102(3)(c).</i></p>

monthly price have been exceeded and pricing of additional services shall be indicated to be available separately. <b>For time-limited offers the duration shall be included. In case the service is provided without a direct monetary payment but subject to certain obligations on users as a condition of service, that shall be indicated.</b>	
---	--

FOR MORE INFORMATION, PLEASE CONTACT:



Alberto Di Felice

**Senior Policy Manager for Infrastructure, Privacy and Security**

[alberto.difelice@digitaleurope.org](mailto:alberto.difelice@digitaleurope.org) / +32 471 99 34 25

---

## About DIGITALEUROPE

DIGITALEUROPE represents the digital technology industry in Europe. Our members include some of the world's largest IT, telecoms and consumer electronics companies and national associations from every part of Europe. DIGITALEUROPE wants European businesses and citizens to benefit fully from digital technologies and for Europe to grow, attract and sustain the world's best digital technology companies. DIGITALEUROPE ensures industry participation in the development and implementation of EU policies.

# DIGITALEUROPE Membership

## Corporate Members

Airbus, Amazon, AMD, Apple, Arçelik, Bosch, Bose, Bristol-Myers Squibb, Brother, Canon, Cisco, DATEV, Dell, Dropbox, Epson, Ericsson, Facebook, Fujitsu, Google, Hewlett Packard Enterprise, Hitachi, HP Inc., HSBC, Huawei, Intel, Johnson & Johnson, JVC Kenwood Group, Konica Minolta, Kyocera, Lenovo, Lexmark, LG Electronics, Loewe, MasterCard, METRO, Microsoft, Mitsubishi Electric Europe, Motorola Solutions, MSD Europe Inc., NEC, Nokia, Nvidia Ltd., Océ, Oki, Oracle, Palo Alto Networks, Panasonic Europe, Philips, Pioneer, Qualcomm, Ricoh Europe PLC, Rockwell Automation, Samsung, SAP, SAS, Schneider Electric, Sharp Electronics, Siemens, Siemens Healthineers, Sony, Swatch Group, Tata Consultancy Services, Technicolor, Texas Instruments, Toshiba, TP Vision, Visa, VMware, Xerox.

## National Trade Associations

**Austria:** IOÖ

**Belarus:** INFOPARK

**Belgium:** AGORIA

**Bulgaria:** BAIT

**Croatia:** Croatian

Chamber of Economy

**Cyprus:** CITEA

**Denmark:** DI Digital, IT

BRANCHEN

**Estonia:** ITL

**Finland:** TIF

**France:** AFNUM, Syntec

Numérique, Tech in France

**Germany:** BITKOM, ZVEI

**Greece:** SEPE

**Hungary:** IVSZ

**Ireland:** Technology Ireland

**Italy:** Anitec-Assinform

**Lithuania:** INFOBALT

**Luxembourg:** APSI

**Netherlands:** Nederland ICT,

FIAR

**Norway:** Abelia

**Poland:** KIGEIT, PIIT, ZIPSEE

**Portugal:** AGEFE

**Romania:** ANIS, APDETIC

**Slovakia:** ITAS

**Slovenia:** GZS

**Spain:** AMETIC

**Sweden:** Foreningen

Teknikföretagen i Sverige,

IT&Telekomföretagen

**Switzerland:** SWICO

**Turkey:** Digital Turkey Platform,

ECID

**Ukraine:** IT UKRAINE

**United Kingdom:** techUK