

Research Report

Protection of Users in the Platform Economy: A European Perspective

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1. Executive Summary

This report aims to investigate the current gaps in protection suffered by users of the platform economy in Europe and to propose legal solutions. The research particularly focuses on the inequalities (understood as information asymmetries affecting the weak party) and unfair practices experienced by end-users (consumers) and providers (workers) of online platforms.

The present study is divided into two parts. The first one is dedicated to exploring the demand side, i.e., the relationship between the platform and its end-users. To this end, the study presents the results of an online survey performed during the summer of 2018 (July-September) and selected interviews with users based in Belgium, France and Italy. The goal of the empirical approach was to understand the major problems faced by platform users in their daily life activities. Such issues are critically examined and discussed in light of the current European consumer protection framework, paying attention also to the policy interventions recently proposed. These results are then discussed and crossed with an analysis of the digital and governance structures of a representative set of platforms operating in the sectors of accommodation and transportation. The goal was to verify whether there were convergences or divergences in the protection ensured to the consumer, depending on the governance structure of the platform.

The second part of the study explores the supply side, i.e., the relationship between the platform and workers operating online (on-demand and crowd-work). The research presents the results of interviews conducted with Belgian representatives of a trade union organization, a self-employed organization, the Smart, the World Employment Confederation, and inspection services. Although platform work represents a real opportunity for our labor markets to be more inclusive, there is evidence of major difficulties encountered by platform workers in terms of quality of employment, working conditions and their negotiation and social protection. The study further identifies the most controversial labor law issue being the legal classification of platform workers as employees and highlights the need for platforms to comply with the existing legislation. However, when trying to conceptualize how to regulate platforms better, it was impossible to find a clear and unanimous answer.

Keywords: Online Platforms, Digital Policy, Comparative Law, European Union, Consumer protection, Data protection, Labor Law, Transportation, Home-sharing.

2. Rationale and Context

“Platformization” has introduced a paradigm shift in the global economy, having an impact that has been defined as “disruptive” (Hatzopoulos & Roma, 2017; Strowel & Vergote, 2016). As the label suggests, this trend has been driven by peculiar digital agents, namely platforms, which have now become crucial players in the digital market. In many cases, platforms have made traditional supply chains more efficient but, more significantly, they have allowed the matching of new kinds of service providers and end-users, creating new markets and business opportunities.

The success of platformization largely depends on the business model adopted, which relies on the efficient exploitation of data and information (continuously generated and collected through the platform’s digital infrastructure), the network effect, and the trust built through ratings and reputational mechanisms (Busch, Schulte-Nölke, Wiewiórowska-Domagalska, & Zoll, 2016; Lobel, 2016; Noto La Diega, 2016; Pasquale, 2016). However, the ensuing growing market power of platforms is also becoming a cause for concern. Aggressive business strategies raise several legal and policy challenges as undesirable societal problems emerge (e.g. new forms of inequality and social exclusion) and the roles and responsibilities of the platforms are often unclear. In this context questions arise regarding the ability of the existing legal framework to keep up with innovation and serve its purpose with respect to these new business models (Strowel & Vergote, 2016).

This question is timely since platform regulation is at the center of the policy debate in Europe. The latter favors a “problem-driven approach”, meaning that regulatory intervention is needed only with respect to specific issues to which solutions provided by the applicable legal framework might be inadequate¹. This study goes precisely in this direction. It aims to offer a comparative analysis of concrete problems faced by both providers and end-users active on platforms (hereafter “platform users”) in their daily-life transactions. Especially, it focuses on practices and threats that are qualified as exclusionary or unfair under the applicable legal framework, as well as related gaps in protection, concrete needs and practicable solutions.

The analysis is performed at the European level and also at the national levels of three selected countries; namely, Belgium, France and Italy. The final outcome of the research constitutes policy recommendations containing amendment proposals to promote equality (understood as reduction of information and power asymmetries as well as prevention of denials of user rights) and to generate social inclusion through the legal framework. Both objectives are intertwined considering the research relies on the assumption that “economic inequality leads to unequal social outcomes”² and that “inequality is, moreover, strongly associated with the exclusion of clearly defined groups”³.

3. Methodology

3.1 Scope of the research

This study is based on the concept of platforms as being “a set of digital frameworks for social and marketplace interactions” (Kenny & Zysman, 2016) and of platformization as being the dissemination of such frameworks throughout the economy and society at large. Acknowledging the pivotal role of platforms within digitalization emphasizes the need to study their influence on interactions occurring amongst them and their users.

The scope of this study is defined in a manner taking into account framework diversity.

The research considers the differences that arise regarding the nature of provided services as well as the governance and business model of platform operators, i.e., entities de facto operating a platform understood as a digital tool. Accordingly, it explicitly encompasses:

1. Platforms operating as intermediaries along with those providing the underlying service.

The distinction between both can be performed based on the presentation of the main service in the terms and conditions (see Table 17). Terms and conditions of platforms operating as mere intermediaries describe their service notably in the following manner: “a platform for you to interact with other members, offer them hospitality, and seek hospitality (...) has no involvement or interest in (...) any communications, transactions, interactions (...) between you and any other members” (Warmshowers), “community platform facilitating the publication of accommodation offers and room rental (...) connects ‘travelers’ (...) and ‘hosts’ (...)” (Bedycasa). Conversely, terms and conditions of platforms falling under the second category describe their service through wordings which beyond the service offered by the digital platform, highlight the underlying service.

¹ The European policy effort regarding platformization is accompanied by public consultations and research aiming to gain better foresight and understanding about platforms, which have resulted in several policy documents.

² European Commission, Social Agenda, October 2015,

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=2ahUKFwjvpp_vytboAhXL16QKHVQtDiiQFjABegQIAhAB&url=https%3A%2F%2Fec.europa.eu%2Fsocial%2FblobServlet%3FdocId%3D14685%26langId%3Den&usq=AOvVaw1l64-u2OUYBTGHYlrnTrlg

³ Ibidem

2. Platforms governed through a profit-oriented legal structure and through alternative structures – such as cooperatives and not-for-profit entities.

Platforms differ regarding their governance structures. The present research analyzes these based on a two dimensional typology of social enterprise models (Defourny & Nyssens, 2017). The two dimensions are the interest pursued by the entity and the type of resources financing the entity. They are represented on a triangle depicting intersections between them (see Figure 9). Based thereon, 6 organizational types are traditionally identified (see *infra*).

As different sectors digitalize, platforms display different characteristics, developing either sector-specific or trans-sector peculiarities. Considering platformization has percolated in a wide range of sectors, the present research may not comprehensively consider both types of peculiarities. It therefore focuses on sectors where platformization has become the most embedded.

3.1 Research questions

This study examines the following research questions:

- a) What are the concrete problems faced by users in the platform economy? In particular, what exclusions and unfair practices are they experiencing in their daily life online transactions?
- b) What is the state of the art of user protection? In particular, what policies are aimed at the platform economy and what regulations are applicable thereto?
- c) How is this state of the art challenged by the platform economy and what type of amendments may be desirable to take platformization into account, while promoting equality and accordingly contributing to social inclusion?
- d) Whether and how platformization itself, through the introduction of technology in transactions, may support legal and social goals, notably by enhancing collective awareness and effective user participation?

Through these questions, the research attempts to address the issue of the added value of digital platforms. As elaborated in the Research Framework⁴, platforms may indeed generate values and those may be privatized-corporatized, private-individual, privatized public or a public value through public good. This study is particularly focused on values other than privatized-corporatized or private-individual. These two types of values are generated by all structures insofar as any platform operator tends to respectively (i) accrue to itself by tools strengthening the utility of its system (notably data exploitation strategies) and the ensuing economic value to be monetized, as well as (ii) ensure it generates network effects accruing to its users. The research thus specifically focuses on the existence of a privatized public value or a public value through public good. Digital platforms can indeed fill the trust gap between users who do not know each other through identification and reputational feedbacks (Botsman, 2017). Consequently, they can generate social capital, notably by the promoting equality and generating social inclusion.

The present research examines how regulation can support this role and what practices hamper the built social capital (Diekhöner, 2017). In this respect, the analysis covers several regulatory approaches as each legal discipline targets different purposes. Contract law establishes the private regulatory framework while labor and consumer laws have protection objectives. Other fields of economic law can also seek simplification or standardization of economic relationships. All in all, the present research undertakes to understand how legal disciplines impact social cohesion and inclusion by allocating the management of trust as a core underlying value to private entities (corporations, individuals) or to public entities (by recognizing it as public value).

⁴ <https://itforchange.net/platformpolitics/resources/>

At this occasion, the research also investigates whether a subset of platforms displays greater potential with respect to social and legal goals, a subsidiary question contributing to existing research in the field of platformization. Indeed, the extent to which platforms contribute to or remedy certain issues may vary based on specific features. In this respect, acknowledging platforms' governance diversity and applying the chosen typology is crucial insofar as it entitles us to understand the interests pursued by operators as notably constrained by their legal form, the chosen decision-making process and the origin of the resources financing their functioning. Business models in turn are directly influenced by governance structures and analyzing these allows us to better grasp how these interests are *in concreto*, reflected in their activities and manner to manage the demand and supply sides. The generation of privatized public value or a public value through public good by a platform is in fine dependent on interests allowed by the chosen governance structure and their expression within the business model.

Platforms evolve in a specific ecosystem which may be depicted as formed out of three layers: (i) the network of its actors, (ii) the structures that constitute its norms, rules and practices, and (iii) its value (see Research Framework). The present research is clearly embedded in the first and second layers, while attempting to consider spill-over effects on the third layer. When investigating gaps in the protection of users involved in these platforms, the research performs a normative analysis (under the structures layer) of the relationships between the platform and its users, on both the demand side (end-users) and the supply side (service providers) (under the network of actors' layer). It also investigates the social and public values created by platform ecosystems as embedded in the governance structure adopted by platform operators (under the value layer).

3.2 Research design

The research combines theoretical and empirical approaches in order to formulate proposals to remedy the identified issues while considering their occurrence and effect on users. The theoretical analysis covers an overview of hard law and policies as well as a literature review with respect to questions 1 to 3. This analysis was undertaken in a policy overview. It notably identifies national initiatives constituting a source of inspiration or, on the contrary, red flags to be considered at European level. The present report looks the framework provided in the policy overview with an empirical analysis involving the two following parts.

a. Exploring the demand side

This part of the research involved two legs of field work in mobility sharing⁵ and shared accommodation when traveling⁶. These sectors have been chosen because they are among the examples in the platform economy that have raised the most controversies and concerns since the advent of the so-called sharing economy⁷. Firstly, an online survey was addressed to end-users to identify controversial issues and their attitudes in this respect. Secondly, interviews were performed on a reduced sample of end-users (3 people per focus country who reported having experienced an issue in the survey) to nuance elements causing these issues and their impact.

The results of the online survey and of the interviews are complimented by case studies. These help to examine the contractual failures, technological hurdles and governance prospects undermining the equal treatment of users throughout the platform ecosystem. Platforms selected for this purpose are either large platforms operating in several European countries (category "Europe") or platforms particularly used in one European country ("national" categories) and operate in the two focus sectors: mobility and

⁵ i.e., ride sharing, personal car sharing, shared use of cars from an organization, scooter or bike sharing, etc.

⁶ i.e., renting of shared flats/houses, freehosting in flats/houses, swapping houses, etc.

⁷ The sharing economy has been generally described as an environment where emerging business models create open marketplaces and make the most out of underutilized assets by means of either a digital platform or an offline institution.

accommodation (see Table below). In the mobility sector, we have selected Uber, BlaBlaCar and Ridygo, operating as matchmaking platforms between drivers and passengers, along with Zen Car, Cambio and Enjoy allowing drivers to find a car to be driven. In the accommodation sector, we have selected Airbnb, BedyCasa and BeWelcome, operating as matchmakers between remunerated hosts and travelers, along with Couchsurfing and Warmshowers operating similarly but whose users host each other for free.

Table 1: Platforms selected as part of the study

	Mobility	Accommodation
Europe	Uber	Airbnb
	BlaBlaCar	Couchsurfing
Belgium	Zen Car	Warmshowers
	Cambio	
France	Ridygo	BedyCasa
		BeWelcome
Italy	Enjoy	HomeLink.IT

b. Exploring the supply side

This field work explored the position of key actors in the Belgian labor market regarding the labor law issues of the platform economy. Many official opinions and reports have been released regarding this topic. The purpose of this report was not to analyze and summarize them. It was about meeting with a selection of organizations and services and gathering their points of view as to the latest developments related to the topic.

In identifying and measuring the labor law issues of the platform economy, we cannot overlook how key actors experience the existing issues. We have thus consulted representatives of a trade union organization, a self-employed organization, Smart (a cooperative that provides representation, protection and various services to freelance workers), the World Employment Confederation, and inspection services (hereinafter referred to as “the actors”).

We have gathered their positions through interviews, useful notes provided by them, and presentations that they made during a conference organized by the UCLouvain in April 2018: “What labor and social security law for platform workers? First diagnostics and legislative reforms”.

In this report, we provide an overview of the lessons from these consultations. In addition, we have tried to illustrate some developments or draw attention to peculiarities by referring to the platforms selected as part of this research. Building upon the distinction between crowd work and work on-demand via an app, where the first allows the remote delivery of electronically transmittable services while the second refers to fully digitalized matching platforms allowing services delivered physically only, we will focus on the platforms listed in the following table:

Table 2: Platforms selected

	Crowd work platforms	Work on demand platforms
Europe	Amazon Mechanical Turk Upwork	Uber Deliveroo

c. Results of the study for the demand side

As previously explained, this part of the research was two-fold. A first section describes results of the online survey which was aimed at understanding gaps in end-user protection. It besides incorporates references to most relevant elements identified at the occasion of the performed interviews. A second section presents the governance analysis performed on selected platforms. A final section examines whether results of the second section appear to nuance results of the first section.

d. Understanding gaps in end-user protection

In order to answer the first research question concerning concrete problems faced by end-users this section presents the results of the online survey. The authors ran an online survey from 12 July until 17 September and received 342 answers to the questionnaire (275 full responses), amongst which were 245 (229 full responses) from respondents residing in Belgium, France and Italy, i.e., the focus countries for this analysis. The survey was open to the public and responses were voluntary in nature.

The survey focused on digital platforms in the field of mobility sharing and accommodation (when traveling), as listed in Table 1.

The majority of respondents (all countries) were aware of the existence of both accommodation and mobility sharing platforms. Only 3.4 percent and 3.1 percent (nine and eight respondents) had never heard of accommodation and mobility platforms, respectively. (See Table 3, Table 4, Table 5, Table 6).

Regarding the use of services offered by such platforms, 77.5 percent of respondents (200) in the accommodation sector and 69.7 percent (180) in the mobility sectors declared having used them at least once. Meanwhile, respectively 18.06 percent (48) for accommodation sharing initiatives and 28.68 percent (78) for mobility sharing declared that they were active users who used the service at least once per week or once per month.

Regarding the occurrence of problems in the use of such platforms, the survey showed that 42.24 percent of respondents (136 answers) had never experienced problems. However, a large portion of participants – 57.76 percent (186 answers) – reported having had issues with the platform at least once (see Table 7). In this respect the survey shows that the following are amongst the most recurrent problems (see Table 8 and Table 9):

1. technical problems of the platform
 2. absence of or unsatisfactory customer support by the platform
 3. hidden charges
 4. unclear privacy policy
 5. unsatisfactory service by the provider of the platform (e.g., the ride, the accommodation or the meal).
- The first four issues are linked to the relationship between the end-user and the platform while the last one refers to the contractual relationship between the end-user and the third-party service provider. However,

even if this latter relationship is not the main focus of our research this result is nevertheless worth noting because, in most of the case studies here examined, such a relationship is mediated by the online platform.

4. Critical analysis of survey results

This section discusses the aforementioned five major issues as identified through the survey. Such an analysis allows for answering the third research question by highlighting how the state of the art is challenged and what amendments may be desirable.

4.1 Technical problems

With reference to technical problems on the platform, these could consist of interruptions to the service, finding it impossible to access the website or the app or an inability to request the service. This situation can create concrete harm to the user as a consequence of the inability to use the service for its intended purpose. Nonetheless, should the technical problem be merely temporary interviewees tended to wait through it and not undertake any action.

From the analysis of T&C conducted on the platforms object of the case studies we noted that half of the platforms expressly declare that their service is provided “as is”, excluding any kind of warranty and liability in relation to the provision of the online service. In the case of the Italian platforms examined, the situation is more opaque. The Italian website HomeLink.it presents under the label “Termini e condizioni” (= Terms and conditions) a privacy policy not including any substantial aspect related to the contractual relationship between the platform and the user. To access the proper Terms and Conditions, it is necessary to go to the “parent” platform HomeLink.org where the search and booking systems are located. There is no direct link to the Terms accessible from the Italian website. Meanwhile, Enjoy displays on its website all the legal documents related to the regulation of the car-sharing service itself⁸. The latter does not mention disclaimers or limitations of liability with reference to technical problems concerning the platform and the digital means of requesting the service. Disclaimers about the performance of the service are therefore quite widespread amongst the sample considered.

It must be said that there is no harmonization regarding consumer service contracts at the European level. Therefore, the practice of including vague formulas such as “the disclaimer applies to the maximum permitted under applicable law” does not contribute to shedding light on platforms’ obligations and remedies available to consumers. This kind of formulation, in particular, does not seem to respect the principle of transparency embedded in European consumer protection legislation.

The principle of transparency in European consumer protection law is traditionally interpreted as being formed of two components: 1) the consumer has to be able to have knowledge of the terms before entering into a contract; 2) the information has to be provided in a way that the average consumer can understand without legal advice (Loos, 2016). The second requirement is to be found in many consumer protection rules, establishing a duty for the trader to provide information in a clear and comprehensible manner (see, for instance, art. 5 Unfair Terms Directive⁹; Articles 5.1, 6.1 and 8 of Consumer Rights Directive¹⁰). This notably involves the requirement to use “plain language”. The latter has been interpreted both in the literature (Reich, Micklitz, Rott, & Tonner, 2014) and in the case law of the European Court of Justice as

⁸ https://enjoy.eni.com/it/milano/documenti_utili

⁹ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, Official Journal L 95, 21.4.1993, pp. 29–34.

¹⁰ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, Official Journal L 304, 22.11.2011, pp. 64–88.

understandability not only of the terms but also of their legal effects and consequences¹¹. Therefore, disclaimers formulated in a way that does not allow the consumer to foresee possible consequences hardly meet requirements established under EU law.

4.2 Hidden charges

Lack of transparency is one of the causes at the origin of the hidden charges issue, i.e., fees which are in excess of the advertised price. These can concern the use of a particular payment method, the charge withheld by the platform as a commission percentage, and costs related to cancellation or cleaning. Under consumer law (Consumer Rights Directive and Unfair Commercial Practices¹²) the total price of the good or services must be clearly displayed in advance, taxes included. If it is impossible to calculate the price in advance, the trader should at least explain the calculation method. Should the pricing information be corrected only later in the process, such a presentation does not comply with the Unfair Commercial Practices Directive, which prescribes that the overall presentation shall not be likely to deceive the average consumer. If we look, for example, at the T&C of Uber, its price calculation clause is quite general¹³. Therein, the platform qualifies itself as a collection agent whose role is to facilitate payments between the user and the driver. Nevertheless, as has been ascertained in judicial cases¹⁴, Uber further determines the price of the ride and the driver may not change it. In addition, Uber provides for the so-called “surge price” mechanism, a price setting strategy, based on the exploitation of data collected from users, that automatically increases fares depending on several factors, such as user demand and the availability of drivers in a certain area during peak times. This power to shape one fundamental aspect of the relationship between the end-user and the service provider – namely the price – is evident if we look at the wording of Uber’s terms: “charges paid by you are final and non-refundable, unless otherwise determined by Uber”. However, the platform provides also for the rider to negotiate the price for the service received when it declares that: “You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good”. It is not clear how the procedure works, who should contact the platform and how the refund will be issued. In any case it seems that the final decision lies with the platform, thus reconfirming the prominent role of the latter in the contractual relationship between the end-users and the third-party providers. For the remaining aspects, the clause does not mention either the applicable price nor elements that contribute to form it. It is only stated that all charges include tax. However, T&C are not the only place where the price can be presented to consumers.

A preliminary estimation of price is besides possible thanks to the “Uber fare estimator” and an estimation is also shown to the user when he is about to reserve a ride¹⁵. The “Uber fare estimator” displays all the different options and prices and a question mark icon is adequately highlighted in correspondence about the price. (See Figure 2). If the user wants to get more information, the system shows price calculation details such as items taken into account (the basic fare plus the charge per minute and distance. The font used to display such information is very small (only 10px) and it is hard to read on a standard screen of 13”.

¹¹ For instance the following decisions: Judgment of the Court (Fourth Chamber), 30 April 2014, Árpád Kásler and Hajnalka Káslerné Rábai v OTP Jelzálogbank Zrt., C-26/13, ECLI:EU:C:2014:282; Judgment of the Court (Ninth Chamber), 26 February 2015, Bogdan Matei and Ioana Ofelia Matei v SC Volksbank România SA, ECLI:EU:C:2015:127; Judgment of the Court (Third Chamber), 28 July 2016, Verein für Konsumenteninformation v AmazonEU Sà, C-191/15, ECLI:EU:C:2016:612; Judgment of the Court (Grand Chamber), 21 December 2016, Francisco Gutiérrez Naranjo v Cajasur Banco SAU, Ana María Palacios Martínez v Banco Bilbao Vizcaya Argentaria SA (BBVA), Banco Popular Español SA v Emilio Irlés López and Teresa Torres Andreu, ECLI:EU:C:2016:980.

¹² Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (‘Unfair Commercial Practices Directive’), Official Journal L 149, 11.6.2005, pp. 22–39

¹³ The results refer to an experiment done with Uber in Belgium, taking the route between the Central Station and the city airport as an example.

¹⁴ European Court of Justice, C- 434/15, Asociación Profesional Elite Taxi, ECLI:EU:C:2017:981.

¹⁵ <https://www.uber.com/us/en/price-estimate/>

In addition, other relevant information is displayed under the “Sign up” button in a color (light grey on a white background), which makes it harder to visualize the information according to which the consumer has to pay additional fees if he is late (0.25 Euros per minute in the case of a ride with UberX). The latter cost is also not mentioned in the T&C of the platform (See Figure 3).

Furthermore, there is an additional cost that is not taken into account by the estimator: parking fees, which could be foreseen as from the destination. If, as in our case, the user requests a ride to an airport (Zaventem, Brussels airport), the estimator does not include the parking fees, which are nevertheless paid by her at the end (as seen in the invoice she receives after the ride. See Figure 4).

Moving now to examining the actual process of requesting a ride, information about the price range is shown but the design of the webpage (see the use of colors and icons) attracts the attention of the user towards confirming the transaction. The question mark about the formation of the price is not emphasized, as in, the “Fare estimator” and results are displayed smaller than the rest of the information. Only if the user actually clicks on the small “info icon” close to the name of the service, is it possible to access another screen, which provides details about the price. In particular, considering that the entire line is written in light grey, the price shown in is nothing more than an estimation: the maximum fare displayed can be higher if “the length or the route change”. Therefore, in cases of road traffic or other circumstances, the price can be higher than what was initially presented. However, the consumer discovers that only if he clicks on the “info” icon. The same sentence as in the Fare Estimator, written in light grey, includes a warning about the “fee” for delays. Once again we must note the small font in which the information is provided. Furthermore, the label “per minute wait fee” explains little about its content and it particularly does not mention that the count starts if the user arrives 2 minutes late at the meeting point with the driver. (See Figure 5). To discover that and to have an overview of how the price is calculated, we have to click again on the “icon”, where all the possible cost items are presented (see Figure 6).

As underlined for the fare estimator in this case, there is no mention of other possible fees that the user may have to pay at the end of the trip, for instance the parking fees due for rides to the airport (see Figure 7).

Therefore, the user does not have full and complete information about how the price is calculated and, in any case, the information made available by the platform is two clicks away from the initial page containing the invitation to purchase.

Coming back to the wording of the clause in the T&C, the analysis shows a peculiar sentence that further underlines the imbalance of power between the platform and its users: “As between you and Uber, Uber reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Uber’s sole discretion”. In other words Uber reserves the right to unilaterally decide and revise the price, leaving no choice to the consumer.

In addition, the formulation about the “surge price” is equally obscure: “Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof”. Not only it is impossible to understand on what factors the increase depends but even if the user is not aware of the additional fees he has a duty to pay, Uber makes assurances that it undertakes “reasonable efforts” to inform the consumer. Replicating the user’s journey on the platform it was possible to observe that a pop-up message was used to inform users about the “surge price”.

Finally, reading to the end the T&C section, concerning payments and fees, it is possible to discover that the user can be held responsible for paying repair or cleaning fees. “In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Uber in Uber’s reasonable discretion, Uber reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Uber to the applicable Third Party Provider and are non-refundable”. If the platform decides in “its reasonable discretion” that a request for repair or cleaning is reasonable, Uber will facilitate the payment for “the reasonable cost” of such repair or cleaning on behalf of the driver. From this wording it is not clear what the user can do to demonstrate he is not responsible for the alleged damage nor who decides the amount to pay and according to what criteria.

A similar lack of transparency with reference to pricing has been highlighted in the case of Airbnb. The Consumer Protection Cooperation (CPC) Network in a common position issued in June 2018 has emphasized, among other aspects, Airbnb’s omission to disclose the full price of bookings, as required by the Unfair Commercial Practices Directive. In fact, when users launch a general search on the website, the platform shows the price per night, without considering the additional fees (cleaning, deposit, service, taxes, etc.). The latter are shown only in a second phase if the consumer clicks on the accommodation and adds the dates of the stay. In July 2018, the European Commission and the CPC Network asked Airbnb to address this issue and in September the platform committed to making the necessary changes to clearly present the total price of the booking to users¹⁶. Despite this declaration of its intention to comply with the request, however, one month later the situation is unchanged.

4.3 Lack of privacy policies

Lack of transparency is also at the basis of the third problem experienced by our sample of platform users, i.e., the non-clarity of the privacy policy.

This result is in line with the concerns already underlined by the Commission in the Digital Single Market Strategy¹⁷ and the European Parliament¹⁸ about the importance of ensuring transparency concerning the use of data by platforms. The General Data Protection Regulation¹⁹, which entered into force on 25 May 2018, specifically addresses the issue of transparency. The latter has been codified as a fundamental principle of data protection, along with the principles of fairness and lawfulness. In particular the principle of transparency under the GDPR requires that “any information addressed to the public or to the data subject be concise, easily accessible and easy to understand, and that clear and plain language and, additionally,

¹⁶ https://ec.europa.eu/info/sites/info/files/final_common_position_on_airbnb_ireland_4.6.2018_en_002.pdf

¹⁷ Referring its Special Eurobarometer 359, the Commission stated: “some platforms can control access to online markets and can exercise significant influence over how various players in the market are remunerated. This has led to a number of concerns over the growing market power of some platforms. These include a lack of transparency as to how they use the information they acquire, their strong bargaining power compared to that of their clients, which may be reflected in their terms and conditions (particularly for SMEs), promotion of their own services to the disadvantage of competitors, and non-transparent pricing policies, or restrictions on pricing and sale conditions”. Moreover, the Commission found that: “72 percent of Internet users worry that they are being asked for too much personal data online”. Cf. European Commission, Special Eurobarometer 359, ‘Attitudes on Data Protection and Electronic Identity in the European Union’, 2011; Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions of 6 May 2015, “A Digital Single Market Strategy for Europe”, COM/2015/0192 final.

¹⁸ The Parliament stressed that it is crucial to take actions to guarantee “transparency in relation to data collection and usage, and considers that online platforms must adequately respond to users’ concerns by duly requesting their consent in accordance with the GDPR and by informing them more effectively and clearly about what personal data is collected and how it is shared and used in line with the EU data protection framework, while retaining the option of withdrawal of consent to individual provisions without forfeiting complete access to a service”. Cf. Committee on Industry Research and Energy, Committee on the Internal Market and Consumer Protection, Report on online platforms and the Digital Single Market, 31 May 2017 (2016/2276(INI)).

¹⁹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Official Journal L 119, 4.5.2016, pp. 1–88.

where appropriate, visualization be used”.²⁰ In interpreting the requirement for transparency, the Article 29 Working Party (now “European Data Protection Board”, EDPB) has provided practical guidelines for implementing such a principle. In particular, the EDPB underlines that data controllers have to present information to the data subject in an effective and succinct way, reducing information fatigue as much as possible. Amongst the measures suggested the EDPB encourages the adoption of layered privacy notices that will allow users to easily retrieve the information by “jumping” to the section they are interested in.

Under articles 13 and 14 of the GDPR, data controllers must comply with a list of mandated disclosures, i.e., information that data controllers must provide about the purpose and legal ground of the processing, the rights of data subjects, the recipients of personal data, etc. To be fully transparent, the EDPB affirms that data controllers should not limit their disclosure of mandatory information but should also present – in clear and plain language – the possible consequences of the processing for the data subject. Furthermore, such information has to be provided in simple language and the EDPB is quite specific in this regard. In particular, it refers to the golden rules of “plain language”, e.g. avoiding complex sentences and language structures, using the passive voice, excess use of nouns, and vague words like “may”, “might” and “often”.

Information about the data processing conducted by online platforms is usually provided in the so-called “privacy policy”, accessible on many websites from the home page and recalled through a link before registration on the platform.

From the analysis conducted on the selected sample of platforms it emerges that the principle of transparency, *sub specie* of clarity of the information to be provided to the data subjects, is poorly implemented in practice. To measure compliance with the principle of transparency we have firstly focused our attention on the formal requirements, emphasizing 3 elements among the EDPB’s guidelines:

- 1) whether the privacy policy is provided in a separate document from other contractual provisions
- 2) whether the privacy policy is presented in the form of layered statements
- 3) the level of readability of the text.

In particular, readability is evaluated using the Flesch Reading Ease Test (Flesch, 1948; Flesch, 1951). The latter uses a simple formula – the average lengths of words and sentences, the number of words and syllables - to evaluate the complexity of the text. The higher the score the easier to understand the text. (See Table 10).

It is necessary to say that the test suffers several limitations (e.g. the word “television” can receive a lower score simply because is longer than “bane”) (Bruce, Rubin & Starr, 1981). However, such a test still has some value and can help to show that the text presents *prima facie* some basic difficulties for the reader. In any case, the Flesch Reading Ease Test has received discrete attention in the legal domain. In Florida, for example, the law requires insurance contracts to achieve at a score of at least 45 on the Flesch Reading Ease Test.²¹ For English language privacy policy testing the Microsoft Word Readability tool was used. For French, the tool made available by the Recherché Clinique Paris Centre “Descartes, Necker, Cochin”, which provides an adaptation of the Flesch Reading Ease score for French language, was adopted. For Italian we considered the formula developed by Franchina and Vacca, which offers an adaptation of the Flesch score for the Italian language (Franchina & Vacca, 1986).

The majority of the platforms (10 out of 12) presented the privacy policy in an *ad hoc* document separated from the rest of the terms and conditions.; In only one case (Uber) did the platform present a user-friendly visualization (layered statement) which summarized the main point of the privacy policy, allowing users to

²⁰ Recital 58, General Data Protection Regulation.

²¹ Florida Statutes Section 627.4145 - Readable Language in Insurance Policies. (Fla. Stat. § 627.4145).

easily navigate among the different sections. Finally, the results of the readability test show that the large majority of platforms (8/12) use difficult or (3/12) very difficult language, thus discouraging users from reading. In only one case (Warmshowers) were the results positive and the resulting language “standard”. (See Table 13).

4.4 Customer support

Whether a platform provides intermediation services (e.g. Bedycasa and Couchsurfing) or the underlying service directly (e.g. Zen Car and Enjoy), the results show that the majority of respondents – 70.54 percent (79 respondents) – prefer to contact the platform to handle the complaint, directly after having checked the T&C or FAQs available on the website. However, this contact can be unsatisfactory for the user given that one of the major problems faced by the respondents to our survey was a lack of or dissatisfaction with customer support (see Table 10).

Importantly, the interviews unveiled that efficient handling of complaints and a redress mechanism provided by the platform through their customer service greatly affects customers’ perceptions. As a consequence of having been provided with a satisfactory solution, a vast majority of respondents seemed unaffected by encountered issues and are keen to further use platforms. Conversely, the respondent who was left without a solution did afterwards no longer feel at ease. In his opinion, realizing his inability to push more in hope of seeing his rights enforced at no cost and easily, without going to court, equals having *de facto* no rights.

4.5 Issues with service providers

For those platforms whose service consists of intermediation rather than provision of the underlying service, users may experience additional issues with the service provider (e.g. the driver or the host). The results show an overall equivalence between directly contacting the platform (15 respondents) and trying to address a complaint directly to the third-party service provider (14 respondents).

This trend could be explained given, as already stressed in the literature, that users have the impression that their contractual counterparty is the platform (Noto La Diega, 2016). Therefore, they may think they are entitled to consumer protection remedies while this is not the case because the service is provided by a third party which might not be a professional.

Trying to address this issue, the European Commission has recently proposed a package of reforms in the field of consumer protection (the “New Deal for Consumers”), formed of two proposals for directives: one referred to as the directive on better enforcement and modernization of EU consumer protection rules²² and the other as the directive on representative actions for the protection of the collective interests of consumers.²³ In particular, the first proposal contains a new specific requirement that aims to bring more transparency into the relationship between a platform and its users. The proposal does not refer expressly to platforms but uses the term “online marketplace”, meaning “a service provider which allows consumers to conclude online contracts with traders and consumers on the online marketplace’s online interface”. Platforms providing intermediation services and examined in this report will fall under this definition. The proposal will oblige online marketplaces to inform users about the legal nature of the third party offering

²² Proposal of 11 April 2018 for a Directive of the European Parliament and of the Council amending Council Directive 93/13/EEC of 5 April 1993 (on unfair terms in consumer contracts), Directive 98/6/EC of the European Parliament and of the Council (on consumer protection in the indication of the prices of products offered to consumers, Directive 2005/29/EC of the European Parliament (Directive concerning unfair business-to-consumer commercial practices) and of the Council and Directive 2011/83/EU of the European Parliament and of the Council (on consumer rights) regarding better enforcement and modernization of EU consumer protection rules, (COM(2018) 185 final).

²³ Proposal of 11 April 2018 for a Directive of the European Parliament and of the Council on representative actions for the protection of the collective interests of consumers, and repealing Directive 2009/22/EC (COM/2018/0184 final).

the good or the services (trader or not), whether consumer protection will apply to the contract concluded with the third-party provider, and, if the contract is concluded with a trader, which trader is responsible for ensuring the application of consumer protection to the contract. This proposal is certainly welcome because it helps to reduce information asymmetries with reference to a fundamental aspect which in many cases remains opaque in the current platform economy: who is the counterparty and how liability is allocated among the actors.

5. Understanding platforms as frameworks

5.1 Informational techniques

The layers of informational techniques in the operation of platforms include several tools. Among all the platforms examined (see Table 14) at the least an authentication or feedback system is required from users.

Platforms providing the underlying service prefer to rely on verification of official documents as they can themselves be found liable for the misuse of the goods provided. Also, in the case of Zen Car and Enjoy, the car rather than the ride is shared and users are not simultaneously put in contact with each other (the car is used by one user at a time). Consequently, users could hardly assess and rate previous users whom they have not met. However, platforms could set up systems to rate the cleanliness of the car at the time it is being taken or even how the car is parked. This would give users an incentive to give it back in a cleaner or better state.

Should the platform provide intermediation services, beyond an authentication system feedback systems support mutual trust amongst strangers (through ratings and rankings) (Picci, 2012). Nonetheless, some platforms, such as Warmshowers, Rydigo and Bedycasa, rely solely on their rating systems to establish the trustworthiness of users being matched, excluding authentication procedures. These platforms leave it to the information processing of the community of users to flag, rate bad practices and thus to police other users' behaviors. The platform would be left with no remedy against misbehaving users if its liability was to be established.

This two-tier trust system leaves visible and invisible fallouts. Both the feedback and authentication mechanisms have practical hurdles. Indeed, users are more tempted to choose to connect with others when obtaining information about their backgrounds, including names, pictures or other sensitive information (Diekhöner, 2017). On this basis users will make a positive or negative choice, i.e., a potential source of discrimination, against other users when assessing their possibilities of entering a market and social interaction (Rosenblat, 2017).

In situations where feedback without authentication exists, terms and conditions show a high level of disengagement of liability of the platforms as they are, indeed, unable to verify for themselves the substance of their intermediation service.

5.2 Platforms' governance structures

It is important to note that this typology described in the methodology is originally intended to apply exclusively to social enterprise models, i.e., enterprises with a social mission understood as those where "the explicit aim to benefit the community or the creation of social value is the core mission"²⁴. For the

²⁴ Defourny, J. & Nyssens, M. (2010) "Conceptions of Social Enterprise and Social Entrepreneurship in Europe and the United States: Convergences and Divergences", *Journal of Social Entrepreneurship*, vol. 1, 1, p.44 (pp. 32-53)

purpose of the present research we will however apply it to all selected platforms, even should our preliminary analysis unveil they do not have such a social mission.

Accordingly, our research firstly investigated the existence of a social mission in the selected platforms. Secondly, the research applied the two dimensions of the typology to all platforms (see Table 15). It included platforms without a social mission in order to verify whether, despite the absence of such a mission, they generate some of the researched values.

5.3 Existence of a social mission

The analysis was performed based on the activity of these platforms as constrained by their legal form, the terms and conditions and as described on their website. The existence of a mission explicitly aiming at benefiting the community or at creating some sort of social value stems from one of the following elements: (Type 1) the provided goods or services which by nature address a societal issue, (Type 2) the relations between social actors as organized within the entity or (Type 3) the primary focus of the entity, which is set on broader societal issues. This list is not exhaustive and the social character of a mission may be a consequence of other elements (Defourny & Nyssens, 2017). However, for the purpose of the present research, platforms were screened exclusively in light of these three elements. Accordingly, it appeared that some of the selected platforms could not be considered as having a social mission, namely Uber, Airbnb, Enjoy and BedyCasa.

In the mobility sector, Uber and Enjoy cannot be considered as having a social mission insofar as any positive societal impact is a side effect rather than a primary focus of their activity. Both entities are for-profits and their legal form sets shareholder satisfaction at the forefront of their priorities. Both constitute improved versions of a traditional supply chain, namely car rental services, which are made more convenient and may potentially encourage more people not to buy a personal car. The latter effect could certainly contribute to a shift towards a more sustainable lifestyle. However, neither entity expressly aims at this and, for instance, do not provide any type of additional incentives towards such a result (by providing information about pollution in the city, offering special advantages for users not owning a car, etc.). Conversely, BlaBlaCar, Zen Car, Cambio and Rydigo are considered to have a social mission based on the third criterion as they directly promote a more sustainable lifestyle. The explicit promotion of a positive lifestyle can be inferred from the following elements:

(I) BlaBlaCar is a for-profit with a legal form which sets shareholder satisfaction at the forefront of their priorities. However, it insists on the interest of “not driving alone” and allowing “others to move around” and limits its own revenues by forbidding drivers to set prices exceeding a mere contribution to their travel expenses. This rule included in the terms and conditions is in line with how the platform depicts itself as an entity aimed at promoting ride sharing as a sustainable lifestyle by making it easier to connect drivers with passengers. The said rule directly impacts the revenues it receives through commissions as the latter are proportional to prices. Its existence thus demonstrates strong embeddedness of a social mission within a for-profit entity.

(II) Zen Car is also a for-profit with a legal form which sets shareholder satisfaction at the forefront of its priorities. However, it explicitly insists on aiming at a city free of noise and air pollution. It offers access to cars contributing to such a city whereas purchasing such cars is financially impossible for part of the population. Zen Car thus also meets the first criterion as it offers access to a good which by its nature contributes to a more sustainable city. Also, it explicitly acknowledges that its business model is not viable if it remains focused on individual users, although such has been the case since its creation in 2011. Installation and repair costs are high and fees for the service are kept reasonably low. After 7 years, it is thus now opening up to companies willing to install charging stations next to their offices and to opt for company

subscription programs for their employees. As stated by the company CEO, the individual rental service will always remain in place as it is a civil service generating societal and environmental benefits. However, opening up to companies allows for ensuring fixed revenues²⁵.

(III) Cambio is another for-profit with a legal form which sets shareholder satisfaction at the forefront of its priorities. Nonetheless, a majority of its shareholders are themselves motivated by non-profit considerations, namely Taxistop, the association which initiated its creation, the Belgian railways (SNCB) and the Belgian public transportation services (STIB, De Lijn, TeEC). Accordingly, in order to satisfy these, the entity must not only generate revenues but, foremost, provide a service actively promoting car sharing as an accessible alternative to car ownership. Indeed, pursuing its shareholders' interests involves indirectly pursuing the general interest pursued by the latter.²⁶ For instance, the purpose of Taxistop as specified in its articles of association is the following: "handling of projects which contribute, through a more responsible use of existing possibilities, resources and infrastructures, to solving problems related to energy consumption, pollution and the environment, overconsumption of products and services as well as the impoverishment of human contacts" (translated from French).

(IV) Rydigo is yet another for-profit which sets shareholder satisfaction at the forefront of its priorities. It is, however, different from the other examples as it not a public or private limited liability company but a cooperative whose users can become co-operators actively participating in its governance. The platform operator expressly insists on the ecologically positive impact of ridesharing, like BlaBlaCar does. Rydigo meets the second criterion as well as it targets disadvantaged groups. It indeed reuses part of the revenues generated through commissions to finance the free use of its service by disadvantaged people, especially job seekers whose job search may be impeded by not having access to the use of a vehicle.

In the accommodation sector, Airbnb and Bedycasa cannot be considered as having a social mission for the same reasons as Uber and Enjoy. Both also constitute an improved version of a traditional supply chain, namely tourist accommodation booking services. They were initially aimed at tourist accommodation offered by private hosts who may traditionally struggle to find guests as their offers are less visible and not necessarily allowed by traditional booking services. By doing so they aimed to offer more genuine travelling experiences and open up the experience of travelling to people who may not be able to afford traditional tourist accommodation. However, both have now opened up to professional offerings and the aim of offering a social interaction and cheap travel accommodation seems to have been lost along the way. These have become positive side effects rather than an explicit goal pursued by both platform operators. Conversely, Couchsurfing, HomeLink, Warmshowers and BeWelcome are considered as having a social mission based on the third criterion as they directly promote a more sustainable lifestyle. The explicit promotion of a positive lifestyle can be inferred from the following elements: (I) Couchsurfing is certified as a benefit corporation or "B Corporation". In the US, this kind of corporation is a "new kind of business that balances purpose and profit. They are legally required to consider the impact of their decisions on their workers, customers, suppliers, community, and the environment. This is a community of leaders, driving a global movement of people using business as a force for good"²⁷. This certification is administered by the non-profit B.Lab. For the remaining entities, HomeLink, Warmshowers and BeWelcome, a social mission is embedded in their legal form as these are, respectively, an international association, a foundation and a French association (see in this respect commentary to Table 16).

²⁵ « L'offre B2C est bien sûr indispensable en termes de visibilité. C'est un service citoyen, à plus-value sociale et environnementale. Mais en travaillant directement avec des entreprises actives sur le même rayon géographique que nous et des promoteurs immobiliers, on obtient des rentrées financières fixes »

²⁶ In this respect see analysis performed in Defourny, Dedeurwardere, Lambert & Nyssens (2017)

²⁷ <https://bcorporation.net>

5.4 Specific interest pursued by the platform

The specific interest pursued by the entity can be

a general interest demonstrated by the pursuit of a public benefit,
a mutual interest, being the pursuit of the interest of members others than investors, or
a capital interest, being the pursuit of profit.

Unsurprisingly, platforms without a social mission have a dominant capital interest. It is, however, possible for an entity to have an explicit social mission but be dominantly (yet not necessarily exclusively, see *infra*) motivated by a capital interest too. The latter is then the result of their legal form being that of a public limited liability company (either a stand-alone company or a subsidiary within an international corporate structure). The pursuit of shareholder interests is embedded therein, and profits are sought in order to generate the distribution of dividends to shareholders: the greater the profit, the greater the distribution, the better. Accordingly, a platform operator cannot undertake initiatives which would contribute to the pursuit of the social mission but be detrimental to shareholders. The existence of a dominant capital interest does thus not *per se* preclude the pursuit of a social mission. It does however necessarily constrain the intensity of its expression. A notable exemption where capital interest is necessarily balanced with general interest is Couchsurfing, as a consequence of its B Corporation certification.

Among platforms animated at the foremost by mutual interest, we find those with alternative legal forms allowing the pursuit of non-profit considerations related to their members' interest: associations, a cooperative and a foundation. Rydigo is a cooperative and thus by nature primarily pursues its members interest. BeWelcome is operated by BeVolunteer, a French association, and HomeLink is an international association. Their objectives are respectively legally defined as "to promote the ideas of hospitality and cultural exchange; to develop, maintain and promote the practice of hospitality and cultural exchange by various means, including projects such as BeWelcome" (BeVolunteer)²⁸ and "creating possibilities for low budget holiday and cultural exchanges in an effort to improve mutual understanding among the Peoples of the World"²⁹ (HomeLink). Although both objectives refer to a rather general interest the concrete implementation thereof is clearly limited to their members and thus implies a dominant mutual interest. Both platform operators do indeed pursue these objectives mainly through their services, whose use generates cultural exchange and the idea of hospitality exclusively amongst members.

5.5 Origin of resources used by the platform

The type of resources financing the entity can be

- a) a dominant public funding,
- b) hybrid resources or
- c) dominant market income.

Regarding the resources, most selected platforms rely on dominant market income. Among platforms supported by hybrid resources the hybridity comes from: (i) For Cambio, the mix of market resources with notably public support in kind (free parking spots); (ii) For Rydigo, the mix of market resources with member funding (members buy in as cooperators through a crowdfunding campaign that is indefinitely open³⁰) and public support (they are supported notably by *Pole Emploi* as a consequence of their involvement in offering

²⁸ Article 2 of the Statutes retrieved from <http://www.bevolunteer.org/about-bevolunteer/statutes/>

²⁹ https://homelink-usa.org/company_overview/

³⁰ <https://www.wedogood.co/rydigo/>

free rides to job seekers); (iii) For Warmshowers and BeWelcome, their exclusive reliance on donations and voluntary work. For the remaining, there are no entities with a dominant public funding.

5.6 Organizational types

Based on the aforementioned two elements, six organizational types are traditionally identified:

- a) mutual interest associations (mutual interest + dominant market or hybrid resources),
- b) cooperatives (mutual interest + dominant market or hybrid resources),
- c) general interest associations (general interest + hybrid resources or dominant public funding),
- d) the State and its public organizations (general interest + dominant public funding or hybrid resources),
- e) large for-profit organizations (capital interest + dominant market or hybrid resources) and
- f) SMEs (capital interest + dominant market or hybrid resources).

Entities without a social mission mix a capital interest with dominant market income and are accordingly classified as large for-profit organizations. Such is however also the case of four out of the eight platforms with a social mission, these being consequently either large for-profit or SMEs, although some of them nonetheless opt for rather hybrid resources. The remaining platforms having a social mission are identified as being mutual interest associations (three of them) and a cooperative (See Table 16).

5.7 Revenue generation mechanisms

Considering eight out of the twelve analyzed platforms have a dominant capital interest and operate thanks to dominant market resources (i.e., through investor money, fees or commissions generated by their activities, etc.) or hybrid resources (i.e., a mix of market and alternative resources), the research investigated the specific revenue generation mechanisms (See Table 17).

A vast majority of platforms, both those having a dominant capital interest and those with a dominant mutual interest, have opted for commissions on transactions or fees on underlying services, depending on the nature of their main service (Table 16, especially columns 2, 3 and 5). In this case the more transactions are entered into by users and the more expensive they are, the better for the platform. Three specific cases should, however, be noted, namely Couchsurfing, Ridygo and BlaBlaCar.

Couchsurfing operates on dominant market revenues but has a double dominant interest approach, being at the same time capitalist and general as a consequence of its certification as a B Corporation. It does not operate based on commissions on transactions, because the underlying service is provided for free, but thanks to an optional one-shot subscription fee (upgrade to a 'verified account').

Ridygo has a mutual interest approach and operates on hybrid resources, part thereof being obtained through commissions on transactions. Mutual interest, however, clearly affects the manner in which the commission mechanism is designed. Ridygo indeed sets a 20 percent commission yet this amount is only partly devoted to financing the platform itself; the other part is transformed into credits freely distributed to people in precarious situations in order to allow them to use the service.³¹

The third, Blablacar, has a dominant capital interest approach and operates on dominant market revenues but the percolation of general interest (see *infra*) is illustrated by the limitation it indirectly sets on its own

³¹ FAQ: "Parmi ces 20 percent, une partie est reversée en crédits gratuits pour des personnes en situation de précarité, identifiées par nos partenaires de l'insertion sur les territoires sur lesquels nous sommes présents".

commissions. Indeed, commissions are proportional to the price of the ride³². However, the pricing policy specifies that service providers may only request amounts constituting a contribution to expenses and such a rule thus limits the amounts based on which the commission will be computed.

In the remaining models where revenues are generated by means different than commissions, such as one-shot payments, annual subscription fees or donations, the more users are attracted and retained over a long period, the better for the platform's financial situation. Other factors may however balance this principle as for instance, the platform may not require much financial input. In such models, the loss of one user does indeed generate a greater financial impact than it does in a commission-based (proportional or flat commission) or fees-based model. These models yet present a major advantage to users as they generate a minimum financial burden on them, accordingly allowing maximum accessibility of the service: Warmshowers, Couchsurfing and BeWelcome create potentially no burden at all while HomeLink asks solely for an annual subscription fee. The risk that such a revenue scheme presents is countered when entities operate with a dominant mutual interest approach. Their activity should thus be able to retain members and, accordingly, maintain fixed revenues.

5.8 Decision making processes

Additionally, different decision-making processes are associated with each of these organizational types. Large FPOs or SMEs, i.e., platforms with a capitalist interest approach and operating thanks to a dominant market income, have a legal form involving a capitalistic decision-making power insofar it is proportional to the number of shares (and not for instance based on the "one person one vote" principle). Conversely, mutual interest initiatives such as mutual interest associations and cooperatives have a rather democratic decision-making process as members are included therein, although not necessarily all to the same extent, depending on the exact organization of the entity (Table 16, especially columns 2 to 4).

5.9 Percolation of subsidiary interests

As explained, the possibility for an operator to pursue a social mission despite a dominant capital interest approach exists. However, the two features upon which the traditional typology is built do not make this obvious. Operators may indeed have a particular dominant interest yet include elements moving them, marginally or more markedly, towards another interest. Some entities characterized by capital or mutual interest tend to also integrate general interest considerations while some entities characterized by mutual or general interest integrate a share of capital interest. The percolation of general interest considerations may be inferred from the integration of a multi-stakeholder dimension in the decision-making process or the explicit integration of a social mission in their operations, although the satisfaction of shareholders remains a priority. Building upon the traditional organizational types, Defourny and Nyssens therefore articulate four alternative categories taking these movements into account:

- the social cooperative (mutual interest completed by general interest considerations),
- the entrepreneurial non-profit (general or mutual interest mixed with a capital interest),
- the public sector enterprise (general interest mixed with a capital interest) and
- the social business (capital interest mixed with a general interest) (see Table 17) (Defourny & Nyssens, 2017).

Amongst the analyzed platforms, those without a social mission and with a dominant capital interest approach do not display any movement towards the explicit integration of an additional interest principle.

³² Method of computing commissions: <https://blog.blablacar.fr/blablalife/lp/nouvelle-grille-de-frais-de-reservation>

An opposite movement can even be observed for some of them where capital interest even replaces a dominant interest that was previously a mutual or general one.³³

For the remaining the research identifies four social businesses (Couchsurfing, Zen Car, Cambio and Blablacar), three social cooperatives (Rydigo, Warmshowers and BeWelcome) and one entrepreneurial non-profit (HomeLink) (Table 18).

In our sample, there are thus more examples of operators moving from capital towards general interest than vice versa.

For entities classified as a social business the integration of general interest stems from the following elements:

- a) for Couchsurfing, its certification as B Corporation;
- b) for Zen Car, the explicit promotion of a shift towards a more sustainable mobility system, although this involved adopting a business model generating lower revenues than another one could have;
- c) for Cambio, the identity of its shareholders.;
- d) for Blablacar, the explicit promotion of a sustainable lifestyle and its price limitation scheme.

For entities classified as a social cooperative, the integration of general interest and a multi-stakeholder dimension stems from the following elements:

(I) Rydigo is a cooperative, yet it includes disadvantaged people not able to become members and pay for the service. It consequently helps job seekers in general in their search by allowing them to drive to interviews.

(II) Warmshowers, although it is a foundation, displays a general concern for the community at large and a voluntary and open membership system. Indeed, its objective is legally defined as “to arrange and provide free hospitality to touring bicyclists throughout the world. (...) To provide information and facilitate information exchange concerning bicycle touring. (...). To expand our services in support of touring cyclists from time to time as necessary to improve opportunities, safety, communications, and the like for touring cyclists”³⁴. This wording indeed clearly refers to bicycle touring in general and not exclusively touring by its members. Further, it was initially an informal network, which recently turned into a foundation (US 501(c) (3) nonprofit corporation) to facilitate its governance as the number of users increased over time. It thus now operates with a board of directors constituted of elected members³⁵. Contrary to associations there is no general assembly allowing the involvement of all members. The entity nonetheless still allows such involvement in its organizational aspects thanks to informal participatory mechanisms aimed at bringing transparency to the governance of the foundation: all decisions and financial reports are posted in the forum and subsequently subject to discussion by members³⁶. Although they do not have a formal voice in the final decision these discussions are taken into account by those members who are part of the board.³⁷ Even such fundamental elements as the resources financing the activity of the entity are subject to such open discussion (“our long-term reliance on volunteer contribution from a few contributors is probably not sustainable. Let’s ask members in the developed world for a small, optional annual donation”³⁸). Having in

³³ For instance, BedyCasa was initially developed as a non-profit blog referencing friends of its creator who were willing to host people. The idea behind it was to create cheaper ways of travelling and to generate cultural exchange (<https://www.bedycasa.com/page/about.html>). A similar story can be told about Airbnb. These two entities thus not only integrated capital interest as an additional one but, as references to a social mission disappeared from their activity, it even became their dominant interest.

³⁴ Articles of Incorporation, cited and available on <https://pt.warmshowers.org/taxonomy/term/29/0?page=5>

³⁵ <https://www.warmshowers.org/board>

³⁶ <https://www.warmshowers.org/forums/site-administratorsdesigngovernancevolunteers/leadership-council>

³⁷ <https://www.warmshowers.org/forums/site-administratorsdesigngovernancevolunteers/leadership-council>

³⁸ <https://www.warmshowers.org/node/78970>

mind the preceding description it appears that in this entity non-profit considerations related to both member and general interests are clearly expressed. In addition, given that the democratic decision-making process is open to all members and anyone can become a member of the platform, anyone can de facto participate in its future development and contribute to its mission by expressing ideas.

(III) BeWelcome, although is an association, similarly displays a general concern for the community at large and a voluntary and open membership system. Indeed, it is administered by an association, BeVolunteer, whose mission is legally formulated as “to promote the ideas of hospitality and cultural exchange; to develop, maintain and promote the practice of hospitality and cultural exchange by various means, including projects such as BeWelcome”. This wording clearly refers to a mission affecting people beyond the closed list of users of BeWelcome. Also, “any physical person contributing to the objectives of BeVolunteer or one of its projects, such as BeWelcome, may apply to become a member of BeVolunteer”³⁹. In principle, any user can thus participate in the governance of the entity and have one vote, although not all users will formulate such a request. Their vote is, however, more or less important based on the applicable presence and majority quorum. A 50 percent presence quorum and a 75 percent majority quorum are, for instance, required to modify articles of association, yet only a 25 percent presence for other decisions⁴⁰. There are also three categories of members and their decision-making implications vary depending on the category: “Full Members who have full rights to vote in the General Assembly and to be elected to the Board of Directors (...). New Members (...) with less than 12 months of membership (...) During the first three months of membership New Members cannot vote at a General Assembly or be elected to the Board of Directors. During the first twelve months of membership New Members cannot vote in the General Assembly on articles 12 [Modification of the Statutes] or 13 [Dissolution] of the present Statutes. Honorary Members may be appointed by the Board of Directors or the General Assembly to recognize their contributions to BeVolunteer or its objectives. (...). Honorary Membership does not confer voting rights or any other rights or privileges”. Nonetheless, this organization combined with the open membership principle (there are no specific requirements to become a user of BeWelcome) creates the possibility for anyone to contribute to the realization of the aforementioned mission.

The entity classified as an entrepreneurial non-profit, namely HomeLink, is an international association, thus a non-profit, which has however developed a mission-centric market-oriented activity (house swaps on a platform where registration requires the payment of an annual fee).

5.10 Value generated by the governance structure

The analysis of the interest principle and its movements directly contributes to the identification of a possible privatized public value or public value through public good embedded in the analyzed platforms. It appears that a “privatized public value” may be identified in all entities regardless of the existence of a social mission, although to variable extents. The activity of any platform can indeed generate particular forms of public value in the form of a positive user experience or the creation of new opportunities for the said users. Amongst platforms having a social mission the said value is the result of a dominant general interest or the result of the movement of capital or mutual interest towards a general interest. Platforms lacking a social mission may, however, similarly generate it as a mere side effect, without even expressly and directly aiming at it.

The activity of operators having a dominant general interest specifically targets the generation of such value with more intensity but this does not necessarily imply that they generate more of it compared to other operators. The present inquiry has not investigated this specific point thoroughly but notes that both Uber and Ridygo provide an affordable alternative to private and public transportation and thus can be

³⁹ Article 6 of the Statutes retrieved from <http://www.bevolunteer.org/about-bevolunteer/statutes/>

⁴⁰ Article 9.3 and 12) of the Statutes retrieved from <http://www.bevolunteer.org/about-bevolunteer/statutes/>

considered as generating a privatized public value (as defined in the Research Framework). Uber's model has allowed it to become geographically widespread and consequently ensure maximal availability in all areas. On the other hand, only Ridygo, thanks to its social mission, works towards maximal demographic availability, including those not able to afford the service.

In this respect it is interesting to note that those platforms providing an intermediation service open to non-professional providers (see *infra*) face the additional issue of lack of trust, which may undermine their privatized public value potential. It indeed appears from the survey and interviews that, while all respondents feel at ease in the traditional economy despite having encountered issues, all respondents except one do not feel fully at ease once they interact with non-professional providers on sharing economy platforms, although many have never experienced problems or have encountered only technical problems. Such users may in fine avoid this kind of platform even though they offer a valuable opportunity.

Concerning the "public value through public good", this requires platforms to function as public goods. This is the case for platforms displaying a dominant general interest or an additional general interest but who are also either cooperatives owned by their members or controlled by public authorities and thus to be considered as people-owned. In such cases all value accrued by a platform can be potentially democratized. Such a value can be identified in Ridygo and Cambio. In the case of Ridygo it is a consequence of it being a cooperative whose membership is open to anyone and whose service is to a certain extent open to the general public. However, it primarily targets only one category of disadvantaged people, namely job seekers. In the case of Cambio it is a consequence of it being a for-profit entity primarily controlled by public bodies.

6. Crossing survey results with the analysis of platform governance structures

The present section crosses survey results with the results of the governance structures analysis as performed in the previous sections. It discusses how the underlying governance structure interacts with the identified issues. This research showed only little relevance between the governance structure and the issues of technical problems and customer service. Therefore, the latter are not tackled.

6.1 Hidden charges and pricing policies

Firstly, the issue of hidden charges does not concern all platforms as some of them operate without charge thanks to donations and/or as there are no further payments for underlying services being similarly provided for free (Warmshowers and BeWelcome). They may, however, intervene so as to ensure the effective fee-less nature of the service provision through explicit prohibition of any remuneration.

Secondly, when it comes to platforms where services are remunerated, platforms set the prices for their own services. When applicable, they may further influence the price of the underlying service provided by third party service providers. In any case, all the selected platforms handle payments and are therefore directly responsible should there be charges that are considered hidden.

Thirdly, platforms animated by capital interest, and functioning thanks to market income generated through commissions, do not necessarily interfere in the price setting of the underlying service as a means of ensuring maximum profitability⁴¹. Nonetheless, capital interest could lead such platforms to integrate

⁴¹ Such is the case exclusively for Uber. In contrast, and as previously described, BlaBlaCar intervenes to indirectly limit its profits so as to ensure the general interest objective it highlights as being effectively pursued by its users.

misleading and manipulative elements such as hidden charges in the pricing of their own services⁴². The same applies to platforms with such a governance structure and operating thanks to fees, as they themselves provide the underlying service. To what extent, this is the case could not, however, be verified through the survey and it could not be specified through the interviews as only one respondent mentioned having encountered such an issue.

Finally, among platforms animated by mutual interest the risk of misleading and manipulative elements could be mitigated by the said pursuit of member interests, and in some cases the additional pursuit of a general interest⁴³. The ultimate goal is indeed member satisfaction and this implies avoiding misleading members. Also, several of these platforms operate on resources collected differently than through commissions or fees, and where losing one user generates a greater overall financial impact for the platform. This last point could not, however, be verified through the survey or the interviews.

6.2 Issues with service providers

Firstly, this issue does not concern all of the analyzed platforms. As pointed out previously, some platforms operate as digital intermediaries whose services are distinct from the underlying services provided by third party service providers, while others directly provide the underlying service themselves, for instance a transportation service, by means of a digital tool. Amongst the selected platforms, only mobility platforms fall under this second category.

Secondly, for the purpose of the present research, users acting as service providers are considered to be professionals should they be remunerated⁴⁴ and operate on a continuous basis in consideration to the number, amount and frequency of transactions⁴⁵. Various regulations apply exclusively to service providers performing a “commercial or professional activity”⁴⁶. There are no features allowing one to perform a clear-cut distinction between them and individuals acting in their private capacity.

Accordingly, assessments are made case-by-case based on guidelines⁴⁷. At the national level, however, the criterion of continuity indissociably accompanies that of a professional purpose. In addition, the criterion of remuneration is required to even fall under the definition of service provision.⁴⁸ These were therefore,

⁴² An interesting example to be noted in this respect is the case of Airbnb, a platform with a dominant capital interest and no social mission. Although it allows free fixation of prices by the end of the registration procedure it does nevertheless suggest a price to hosts (based on the location of their accommodation and several other features) (see Figure 10). For amateur hosts this may exercise a decisive influence on their price fixing decision and result in a price being de facto fixed by the platform itself. Beyond this intervention in the pricing of the underlying service, and as already mentioned, Airbnb was recently requested to adjust its pricing presentation as highlighted prices did not include all charges as subsequently added throughout the booking procedure.

⁴³ For instance, the involvement of general interest bodies in the decision-making process (Cambio).

⁴⁴ An interesting idea expressed by Italian jurisprudence is that the aim of earning proper remuneration could allow for distinguishing between professional and non-professional providers; Tribunal of Milan, Section III, 25 May 2015, confirmed on appeal on 9 July 2015, in which it was pointed out that Uber sells services for profit while in car sharing, car pooling and peer to peer services passengers usually solely contribute to costs (for an analysis of this case law see, for instance, A. Di Amato, “Uber and the Sharing Economy”, Italian Law Journal, vol. 02, n.01, p. 178).

⁴⁵ Frequency and amount of transactions are sometimes clarified on a sectorial basis through thresholds, notably for tax purposes; see “Policy Overview”.

⁴⁶ For instance, Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights: Article 2 defines a ‘trader’ as meaning “any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive”. It further defines a ‘service contract’ as meaning “any contract other than a sales contract under which the trader supplies or undertakes to supply a service to the consumer and the consumer pays or undertakes to pay the price thereof”. Accordingly, a service provided by a trader for free does not fall under the definition of a “service contract”.

⁴⁷ In the field of consumer protection guidelines for instance include criteria such as “whether the seller has a profit-seeking motive, including the fact that he/she might have received remuneration or other compensation for acting on behalf of a given trader; the number, amount and frequency of transactions; the seller’s sales turnover; whether the seller purchases products in order to resell them”, European Commission, Guidance on the implementation/Application of Directive 2005/29/EC on unfair commercial practices of 25 May 2016, WD(2016) 163 final, accompanying COM(2016) 320.

retained to determine the professional character of providers active on analyzed platforms although they do not fully represent all the nuances that case-by-case assessments would normally have taken into account.

The existence of a professional character has a direct effect on end-users' experience as many regulations ensuring standards are applicable only to such providers. Consequently, the quality of services provided by non-professionals relies mainly on their personal ethics and standards being set and enforced by platforms. As unveiled through the interviews, respondents, being aware that problems arise even when providers are professionals subject to specific regulations, are reluctant once they realize they are entering into a transaction with a non-professional provider who is not subject to such regulations. This, for instance, resulted in a vast majority of respondents having not tried any food sharing platforms notably as a consequence of a perceived sanitary risk. Further, this results in respondents being willing to test more sharing economy initiatives only insofar as they have sufficient income allowing them to lose some money should things go wrong. There is, thus, a clear perception of a risk and possible absence of a satisfactory solution.

Thirdly, the analysis unveils that all intermediation platforms without a social mission allow both professional and non-professional providers⁴⁹, while others contractually limit their service to only one type of providers (See Table 18). These socially oriented platforms also expressly exclude professional providers in practice through various mechanisms⁵⁰ while those without a social mission may in some cases endanger the non-professional character of providers. Indeed, their capital interest may result in platforms pushing providers towards more frequency through advertising gains. Notably, Airbnb reminds people who have not yet completed listings how much they could have earned (see Figure 11).

Fourthly, it ought to be stressed that terms and conditions contain clauses tackling both the issue of liability with respect to the intermediation service itself and with respect to services provided by service providers. Regardless of their governance structure, however, none of the platforms endorses any kind of liability in relation to the performance of the latter and damages that may occur on this occasion, to the extent allowed by law⁵¹. Further, all platforms waive any liability regarding content posted by these providers, i.e., the online offerings as placed on their platforms⁵². However, some of them do explicitly state a prohibition against posting false, incorrect, offensive or illegal information and the ensuing liability of the parties themselves⁵³. In addition, both of the platforms operating thanks to voluntary work and donations expressly

⁴⁸ From a legal standpoint services are defined at European level by article 57 of the Treaty on the Functioning of the European Union (ex-article 50 of the Treaty establishing the European Community) as encompassing in particular "(a) activities of an industrial character; (b) activities of a commercial character; (c) activities of craftsmen; (d) activities of the professions", those being services within the meaning of the Treaty "where they are normally provided for remuneration, in so far as they are not governed by the provisions relating to freedom of movement for goods, capital and persons". References to this definition are made by other European instruments, such as the Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, stating that "any self-employed economic activity, normally provided for remuneration, as referred to in Article 50 of the Treaty" constitutes services for its purpose.

⁴⁹ An interesting case is that of BedyCasa, a platform without a social mission, where underlying services are nevertheless supposed to be provided exclusively by non-professionals. However, this statement is not accompanied by a mechanism guaranteeing such is the case in practice for each and every offering listed on the platform. Therefore, in practice, it can be said that the platform allows both types of providers.

⁵⁰ See commentary under Table 18.

⁵¹ Notably, Airbnb points out to users that they "agree that some (...) may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services". This waiver and ensuing shift of responsibility onto users is in some cases also accompanied by an explicit release: "in the event that you have a dispute with one or more members, to the fullest extent permitted by applicable law (...) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes" (Couchsurfing, but a similar wording can be found by Warmshowers).

⁵² Notably, "Vous reconnaissez et acceptez que BlaBlaCar ne contrôle ni la validité, ni la véracité, ni la légalité des Annonces, des Places et Trajets proposés" (BlaBlaCar); "We cannot be responsible for the interactions that you have with other Couchsurfing members, so please use good judgment and keep safety in mind when you use our Services" (Couchsurfing)

⁵³ Notably "a user takes responsibility for the information they communicate on the site, all erroneous information in relation to their identity and/or which could cause confusion with another user member of the site implies non-respect of the general conditions of use and a immediate cancellation of the contract between host and traveler" (BedyCasa); "You are solely responsible for any Member Content that you submit, post or

exclude any responsibility should they refuse to intervene upon denunciations made by members⁵⁴. Solely Ridygo, the only co-operative among the analyzed platforms, constitutes a notable exception in this respect as its terms and conditions specify that it will (not “may”) take all appropriate measures following a denunciation⁵⁵. It is interesting, however, to point out that Uber⁵⁶ and Couchsurfing⁵⁷ explicitly mention the possibility of them nevertheless performing some sort of monitoring and checks, yet without guaranteeing anything based thereon.

Finally, the analysis unveiled that none of the platforms includes mechanisms to prevent professional end-users from benefiting from services provided by non-professional providers. This feature is by nature extremely difficult to monitor, the only element which may discourage some professionals being the absence of formal receipts that one may use for reimbursement as professional expenses.

6.3 Non-clarity of privacy policies

If we compare the results of the analysis performed concerning the reading ease test with the governance analysis, we notice that capital-oriented platforms tend to have quite similar Flesch Reading Scores. Among mutual interest platforms, greater discrepancies can be noted as some either excel (Warmshowers) or do worse than others (HomeLink). The social orientation of an entity may thus motivate its organization to draft better legal documents, including privacy policies, so as to ensure that members whose interest is pursued are fully aware of their rights but this is not necessarily the case. The case of Warmshowers may be explained given the particular transparency culture within the entity, where users are clearly informed about all decisions to be taken.

7. Results of the study of the supply side

7.1 Problems faced by platform workers

In general, the actors interviewed agreed about the fact that the platform economy is an existing reality in the labor market and, although it was unclear to them to what extent, they think that it will grow more and more. More specifically, in their opinion, the crowd and on-demand work organized by certain platforms substantially changes the way we work today. According to them though, this observation should not lead to a demonization of these crowd and on-demand work platforms. They also seem to acknowledge that these platforms represent a real opportunity. They meet the need of workers to be more autonomous, i.e., to be able to organize their work more independently. They also allow persons excluded from the labor market to access it in a fast and easy manner.

Nevertheless, actors in the domain mentioned difficulties encountered by platform workers in terms of quality of employment, including working conditions and their negotiation, and/or social protection.

transmit via our Services” (Couchsurfing); “L’Utilisateur est seul responsable du contenu des annonces de proposition de Trajet qu’il publie” (Ridygo).

⁵⁴ Warmshowers and BeWelcome specify their limited role and the absence of any obligation to intervene upon denunciation; such intervention may occur but the opportunity is left to their discretion. The terms and conditions of the first one indeed state that “if you interact with anyone through our services who you feel is acting or has acted inappropriately, including but not limited to (...), we strongly encourage you to immediately report such person to the appropriate authorities and to us (...) by. Please note that although we encourage you to report misconduct, we are not responsible or liable for our members' actions and we are not obligated to take any action”. Those of the second use an identical wording in this respect.

⁵⁵ “Tout Utilisateur peut informer Scity de tout contenu contraire ou de tout manquement aux présentes conditions générales d’utilisation. Pour cela, (...). Scity garantit à l’expéditeur qu’il veillera à conserver son anonymat. Scity prend connaissance de ladite dénonciation dans un délai raisonnable et s’engage à prendre toutes les mesures nécessaires.”

⁵⁶ “If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future”

⁵⁷ “We reserve the right, but have no obligation, to monitor interactions between you and other members of our Services”. However, “Couchsurfing does not represent or warrant that our tools are sufficient to determine whether it is appropriate for you to interact with another member”

The precariousness of employment in the platform economy is a main concern of the actors. The platforms consider the workers to be self-employed, and this is the basis of their business model. Therefore, platform workers do not benefit from the protection of labor law and of the same social security benefits as salaried workers for the activities that they carry out through the platforms. The actors also point out the controversial concentration of responsibilities on platform workers, who do not have the resources to deal with them. In addition, they worry about the unprecedented competition among workers within the platform economy, which may significantly influence the price of work and lead to unsecured working conditions. The spatial and temporal dispersal of platform workers, as well as the significant turnover of workers that can be found within platforms, are also factual obstacles to the organization of workers, which would allow defense of their interests.

The workers of the four selected platforms seem to experience the aforementioned difficulties. It is worth mentioning that the competition among workers is significantly stronger in crowd work platforms such as Amazon Mechanical Turk and Upwork since work is performed through these platforms online and can therefore be done from anywhere in the world. When work is performed locally, though, competition remains a reality. For Uber, for instance, the fact that specific regulations on transportation are not respected intensifies the competition among workers. At first sight, 'the only requirement' to be effectively working is to have a car. For Deliveroo workers, the lack of legal insurance offering mandatory and adequate coverage in case of work accidents, which are very common on bicycles in urban areas, is very problematic, as stated by some of the actors.

7.2 Enforcement of the existing legal framework

According to the actors not all platform workers are salaried workers or self-employed workers but some of them are salaried workers and others are self-employed. They do not question the legal criterion, which allows for qualifying the relationship into an employment relationship, i.e., the presence of subordination. They are in favor of maintaining the legal binary classification between salaried and self-employed workers.

Some actors only regret that some platforms violate the legislation in force by not recognizing the status of salaried workers to their workers despite the presence of a subordinated relationship. The actors think that it is necessary to enforce the existing legal framework in this respect, and to recognize the workers' appropriate status. We are still waiting for decisions from the labor courts. Such judgments are only available for workers of the on-demand work platforms Uber and Deliveroo (or similar) in some European countries. Among them, alongside many decisions that did not qualify workers as salaried workers, we should draw attention to two decisions in particular. In the UK, an employment tribunal judgment confirmed on appeal, regarding Uber drivers, that they qualified as 'workers'⁵⁸. In France, very recently, the Court of Cassation qualified Deliveroo riders as salaried workers⁵⁹. However, this kind of requalification seems less likely for workers of crowd work platforms such as Amazon Mechanical Turk and Upwork since indications of subordination seem less present.

In any case, the actors reject the idea of creating an intermediary status between salaried and self-employed workers. In this scenario, the worker would be subordinate but would not benefit from all the rights and benefits conferred by labor law and the social security scheme of salaried workers. Some actors assimilate such an intermediary status to a 'sub-status', i.e., a very precarious status, and consider this scenario to be 'dangerous'. In their view this would mean splitting the workers and transferring more work-related risks to them which they should not bear.

⁵⁸ Aslam, Farrar and Others v. Uber [2016] 2202551/201; Uber B.V. and Others v Mr Y Aslam and Others, UKEAT/0056/17/DA.

⁵⁹ Cour de Cassation, arrêt n°1737 du 28 novembre 2018 (17-20.079).

To go further with the need for platforms to comply with the existing legislation, some actors also referred to the fact that some platforms may qualify as temporary work agencies, to which specific regulations apply (de Wilde & Marique, 2019). Upwork, in particular, should be pointed out in this respect since most of the operations that are carried out through this platform are services performed by workers on behalf of companies, and not particular users. It should be checked then whether or not the platform complies (or should comply) with the related regulations.

Actors also expressed their opposition or skepticism regarding the recent tax measures taken by the Belgian government aiming to support the platform economy. Under a certain amount (6,250 EUR in 2019) of income resulting from an activity performed through a platform of crowd or on-demand work workers should not pay taxes and social charges, provided specific conditions are met (licensed platforms or a primary professional status). In their opinion these measures do not help to strengthen the existing legal framework but will contribute to weakening it as it excludes workers from any protection, although it is too early to state this yet.

7.3 Extension of the protection of platform workers

In addition to enforcing the existing legal framework, the actors thought it is necessary to regulate the platforms more strictly. They are clear-sighted on the economic exchanges present. The actors admit that the problem goes beyond the idea of a 'peer-to-peer collaboration' in which a platform only intervenes on a technical level to connect users. This regulation of the platforms has to take place at the EU level since it goes beyond solely national interests.

Some actors advocate the idea of settling regulation specific to crowd and on-demand work performed through platforms in order to protect platform workers' rights, whether they are deemed to be salaried or self-employed workers. As happened with temporary agency work in the European Union countries in the 50s and 60s, they think that regulations should be developed allowing clarification of the allocation of responsibilities between the platforms and their users.

For other actors a platform is *per se* only a tool, which does not justify adopting specific regulations. Nevertheless, platform workers should benefit from employment rights merely because they are workers. In this sense we should seek for a more advanced merger between the statuses of employed and self-employed workers in terms of the concrete protection that both statuses offer.

From an economic point of view it is necessary to value more redistributive economic models according to certain actors. Others consider that it is sufficient to set up an effective system of condemning abuse of economic dependence.

Therefore, basically, the actors call for creating effective collective bargaining rights for self-employed workers. They also think it is necessary to develop different approaches that could lead to a modernization of our workers' social security and protection systems while taking into account significant labor market developments such as the multiplication of atypical employment forms, the increase in self-employed workers, and the reality of pluri-activity for more and more workers.

They judge the efforts made by the platforms themselves, such as Deliveroo, who take out some insurance for their workers, to be crucially insufficient. According to the actors, the legislator has thus a role to play in extending the protections of platform workers.

The workers from the four platforms selected as mentioned in Table 3 are concerned about and could benefit from such regulation.

8. Conclusion

First of all, this research has led to a policy overview of digital policies enacted by the European Union, as well as at the Belgian, French and Italian levels. This overview showed where governments and public authorities currently place their emphasis. The actions presented in these policies indeed constitute remedies to issues that are felt to be results of the most important weaknesses in the current platform framework.

On the basis of these findings, and of a literature review, the research has subsequently surveyed users' interest in the functioning of platforms active in the sharing economy sphere and the hurdles they are facing on the demand side. Consequently, the research identified digital practices constituting manipulation tactics by platforms resulting in unequal treatment. This research has highlighted three main areas where such practices occur: in the pricing of services, in the performance of services and with respect to the clarity of legal terms. In addition, technical issues and customer support were also pointed out as major hurdles.

On the supply side this research has highlighted that the platform economy provides access to the labor market for more workers, and especially workers who were initially excluded from it. In this sense it represents a real opportunity. Platform workers, however, seem to face many difficulties in terms of quality of employment, including working conditions and their negotiation, and/or social protection. In general, the precariousness of employment in the platform economy is a main concern for the actors.

On both sides, this research has shed light on the informational power that platforms have. At the lowest level of a social inclusion scale, the study pointed out the lack of transparency of platforms towards users on both the supply and demand sides. Collected data mainly benefits the platform without any redistribution of the power granted by data to the benefit of users. In other terms, platforms keep increasing their powers while end-users and workers remain liable for finding remedies in a network of decentralized resources, making them overall in a weaker situation. This research also pointed to the lack of transparency of platforms at large. While platforms are clear-sighted on the operations taking place, they fail to fully foster equality, social justice and participation in the decision-making process. In most platforms analyzed, especially in those who have successfully scaled-up and/or have access to a large audience, the choices left for market players are limited to the prices charged, places and timing. Even worse, platforms fail to recognize negotiating power for labor unions or users in the terms and conditions of the service offered. This enables platforms to manipulate users, locking them in rather than attracting them on the basis of the high quality of their customer experience. Engagement in the platform is left to an ex-post instrument: rating and reviews.

Ratings and the authentication of official ID are consequently meant to support trust and attract more customers. For new users, ratings represent additional information on the expected quality of the service while they also constitute an ex-post means of governing the policies of the platform in the algorithm suggestions and other forms of marketing.

Although to variable extents, the problem of informational power appeared across all the studied platforms. The existence of a social mission and the pursuit of mutual or general interest thus do not automatically guarantee a more transparent attitude by the platform. To cope with these challenges this paper therefore identifies several policy options as a way forward.

Enforcing the existing legal framework applicable to platforms appears is a first measure. Many provisions in the contractual arrangements set up by platforms should be effectively and proactively rendered void, pursuant to applicable consumer protection provisions. The status of a salaried worker should be recognized for concerned workers of some platforms. Beyond this, it seems necessary to regulate platforms

in a more detailed manner. Given the geographical scope of platform activities and to ensure a coherent playing field for all platforms, these complementary regulations should be thought through at the European Union level. This is notably the case of the recent initiatives in the field of consumer protection, where the European Commission has proposed the New Deal for Consumers. The measure intends to support trust among the platform economy's actors by enhancing transparency in the contractual relationships (even when the counter-performance of the end-users consists of data). With respect to workers this could entail the enactment of specific regulations applicable to crowd and on-demand work platforms (including Uber drivers). In any case, it will require thinking about fundamental issues in labor law such as establishing effective collective bargaining rights for self-employed workers and modernizing our workers' social security and protection systems while taking into account the significant developments in the labor market.

While platforms use their technology to foster compliance in the behavior of users, similar application of the technology could also lead to supporter accessibility and compliance by platforms with inclusion goals. The study has shown that two major problems are hidden charges and unclear privacy policies. These largely result from poor and misleading designing of the user journey through the platform, a practice falling under the notion of "dark patterns". The latter are architecture choices and design strategies used by many websites and apps that exploit individuals' biases and heuristics to maliciously push users into doing something that they would otherwise not have done if properly informed (Gray, et al., 2018). Such a phenomenon is becoming particularly critical in the data protection domain, where users are de facto forced to give consent and accept a specific privacy setting decided on by the operator of the website or the app (Bösch, et al., 2016). Recognizing such dark patterns is the first step towards guaranteeing the protection of users against them under the current consumer protection framework (the Unfair Commercial Practices Directive, for instance). However, the legal response ex post (to invalidate the misleading provision) could be complemented by an ex-ante strategy aimed at preventing the problem by supporting user awareness. This is becoming particularly relevant in the area of smart disclosure systems. The latter consists of "the timely release of complex information and data in standardized, machine readable formats in ways that enable consumers to make informed decisions" (Sunstein, 2012). Smart disclosure systems (SDSs) allow users to get easy and timely access to the relevant pre-contractual information or even receive personalized advice based on their preferences. Over the last two years, several initiatives have emerged worldwide offering third party services to automatically analyze websites' contractual documents and to check their compliance with applicable consumer and data protection laws⁶⁰. One of the main goals of these projects is to increase the awareness of users about the rights, obligations and possible risks inherent in their online transactions, trying to reduce or overcome the well-known signing-without-reading problem.⁶¹ Such tools are primarily directed to consumers as end-users of the service; however, other possible users are consumer associations or regulatory authorities, which can use them to perform periodical assessments, start investigations or verify complaints more quickly.

Therefore, promising new tools are emerging to help enforce in practice the rationale of the law (in particular, the principle of transparency) and reduce the traditional information asymmetries between a platform and a weak party.

⁶⁰ One of the first projects in the area of automated analysis of legal documents is the "Usable Privacy Policy" (www.usableprivacy.org), a consortium led by Carnegie Mellon University. Their tool aims to help users to navigate through the text of privacy policies and identify the privacy options and choices available. More recently an international team formed by researchers from Switzerland's Federal Institute of Technology, the University of Wisconsin and the University of Michigan has launched two tools: Polisis (<https://pribot.org/polisis>), a tool to visualize in a very effective way the content of a privacy policy, and Pribot (<https://pribot.org/bot>), a chatbot available to answer questions about a specific privacy policy. In the field of the automated analysis of T&C, we must mention CLAUDETTE, a research project carried out by an interdisciplinary team at the European University Institute (<https://claudette.eui.eu>). The tool, based on machine learning techniques, assesses the fairness of consumer standard terms (<https://claudette.eui.eu/use-our-tools/>). See also, "The Internet of Platforms: an empirical research on private ordering and consumer protection in the sharing economy", carried out at UCLouvain. The project aims to address the issue of the lack of transparency in sharing economic transactions and improve the information users receive from and about the platform (<http://www.rosels.eu/research/research-project-iop/>).

⁶¹ On users' tendency not to read contracts the literature is extensive. Cf. Ben-Shahar (2013); Ayres & Schwartz (2014); Bakos et al. (2014).

References

- Ayres, I. & Schwartz, A. (2014). The No-Reading Problem in Consumer Contract Law, *Stanford Law Review*, 66(3), 545-610.
- Bakos, Y. *et al.* (2014) Does Anyone Read the Fine Print? Consumer Attention to Standard Form Contracts, *The Journal of Legal Studies* 43(1), 1-35.
- Ben-Shahar, O. (2013). Regulation Through Boilerplate: An Apologia, *Mich. L. Rev.* 112, 883-903.
- Bruce, B., Rubin, A., & Starr, K. (1981). Why readability formulas fail. *IEEE Transactions on Professional Communication*, (1), 50-52.
- Busch, C., Schulte-Nölke, H., Wiewiórowska-Domagalska, A., & Zoll, F. (2016). The Rise of the Platform Economy: a new challenge for EU Consumer Law? *EuCML*, 3-10.
- Bösch, C. *et al.* (2016). Tales from the dark side: Privacy dark strategies and privacy dark patterns, *Proceedings on Privacy Enhancing Technologies*, 237-254.
- Botsman, R. (2017). *Who can you trust?*. New York: Public Affairs.
- Diekhöner, P.K. (2017). *The Trust Economy*. Singapore: Marshall Cavendish.
- Defourny, J. & Nyssens, M. (2017). Fundamentals for an International Typology of Social Enterprise Models. *Voluntas: international journal of voluntary and non-profit organizations*, 1-60.
- Defourny, J., Dedeurwardere, T., Lambert, L. & Nyssens, M. (2017). Diversity of organizational and economic models in the collaborative economy, *LPTransition Transdisciplinary research briefs on the sharing economy series* (2), available at <https://lptransition.uclouvain.be/downloads/publications/Policy%20brief-nr2.pdf>. Accessed 28 August 2018.
- de Wilde, J. & Marique, E. (2019). La fonction d'intermédiaire des plateformes: une nouvelle clé pour réglementer les relations de travail qu'elles in(pro-)duisent? in Lamine, A. & Wattecamps, C. (forthcoming). *Quel droit social pour les travailleurs de plateformes ? Premiers diagnostics et actualités législatives*. Limal: Anthémis.
- Di Amato, A. (2016). Uber and the Sharing Economy, *Italian Law Journal*, 2 (1), 177-191.
- Edelman, B., Luca M. & Svirsky, D. (2017) Racial Discrimination in the Sharing Economy: Evidence from a Field Experiment *Am. Ec. J'l: Applied Economics* 9(2), 1-22.
- Flesch, R. F. (1951). *How to test readability*. New York: Harper & Brothers.
- Flesch, R. (1948). A new readability yardstick. *Journal of Applied Psychology*, 32(3), 221-233.
- Franchina, V. & Vacca, R. (1986). Adaptation of Flesch readability index on a bilingual text written by the same author both in Italian and English languages. *Linguaggi* 3, 47-49.
- Gray, C. M., *et al.* (2018). The Dark (Patterns) Side of UX Design, *Proceedings of the 2018 CHI Conference on Human Factors in Computing Systems*. New York: ACM.
- Hatzopoulos, V., & Roma, S. (2017). Caring for sharing? The collaborative economy under EU law. *CMLR*, 54(1), 81-127.
- Kenny, M. & Zysman, J. (2016). Rise of the platform economy, *Issues in Science and Technology*, 32(3).
- Lobel, O. (2016). The Law of the Platform. *Minn. L.R.*, 87-166.
- Loos, M. (2016). Standard Terms for the Use of the Apple App Store and the Google Play Store. *EuCML*, 10-15.
- Noto La Diega, G. (2016). Uber law and awareness by design. An empirical study on online platforms and dehumanized negotiations. *Revue européenne de droit de la consommation/ European Journal of Consumer Law*, 2, 383-413.

Pasquale, F. (2016). Two Narratives of Platform Capitalism. *Yale Law & Policy Review*, 35(1), 309-319.

Picci, L. (2012). Reputation-Based Governance and Making States 'Legible' to Their Citizens, in Masum, H. & Tovey, M. (Eds.) (2012), *The Reputation Society - How Online Opinions Are Reshaping the Offline World*. Cambridge – London: MIT Press.

Reich, N., Micklitz, H.-W., Rott, P. & Tonner, K. (2014). *European Consumer Law*, 2d edition. Brussels: Intersentia.

Rosenblat A., Levy K., Barocas S., & Hwang T., (2017) Discriminating Tastes: Uber's Customer Ratings as Vehicles for Workplace Discrimination. *Policy and Internet*, 9(3), 256-279.

Strowel, A., & Vergote, W. (2016). *Digital Platforms: To Regulate or Not to Regulate? Message to Regulators: Fix the Economics First, Then Focus on the Right Regulation*. Responses to the Public Consultation on the regulatory environment for platforms, online intermediaries, data and cloud computing and the collaborative economy, https://ec.europa.eu/information_society/newsroom/image/document/2016-7/uclouvain_et_universit_saint_louis_14044.pdf. Accessed 21 January 2019.

Sunstein, C. (2012). Informing Consumers through Smart Disclosure, <https://obamawhitehouse.archives.gov/blog/2012/03/30/informing-consumers-through-smart-disclosure> Accessed 28 August 2018.

Appendix 1

Tables

Table 3: Level of knowledge and participation

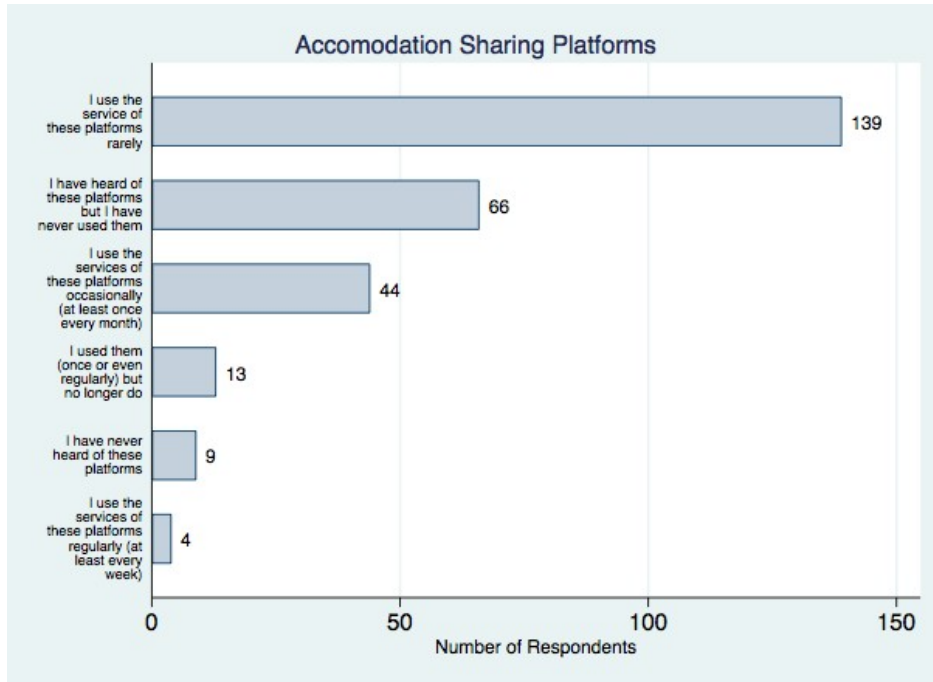


Table 4: Level of knowledge and participation in mobility sharing activities

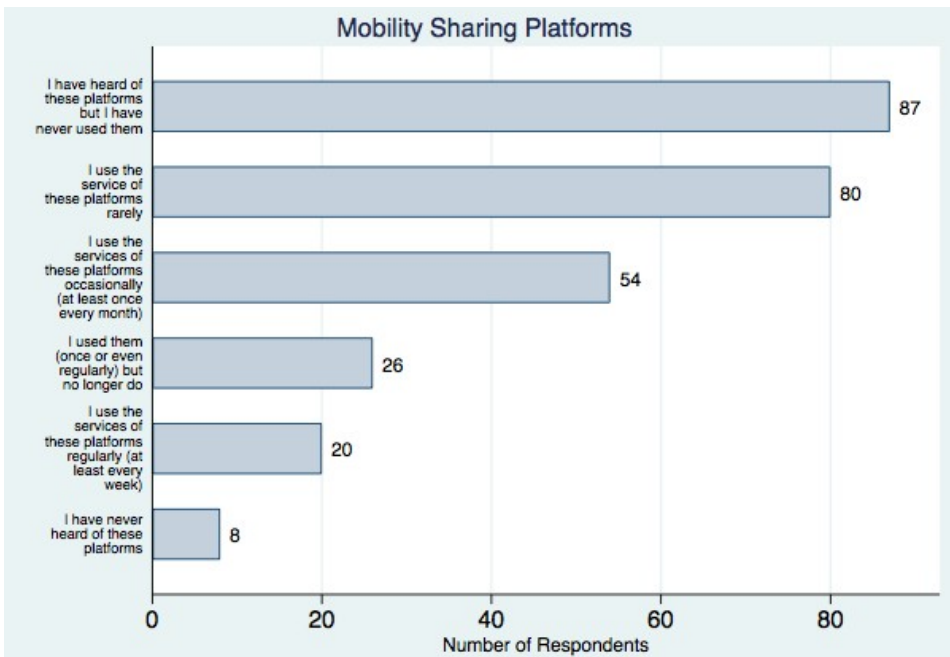


Table 5: Level of knowledge and participation in accommodation activities for Belgium, France and Italy

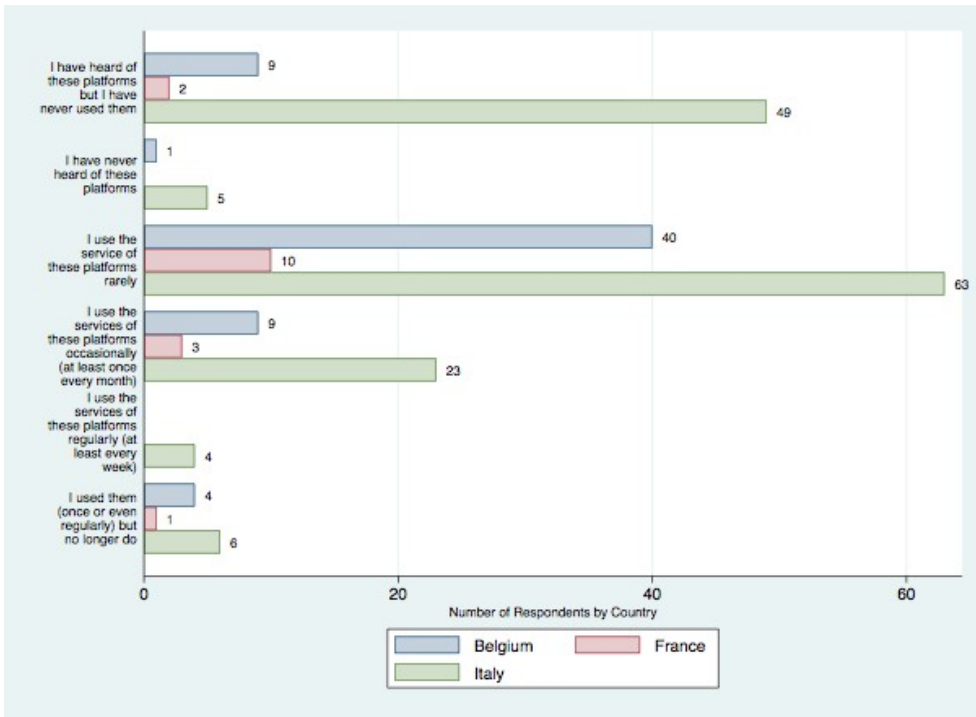


Table 6: Level of knowledge and participation in mobility activities for Belgium, France and Italy

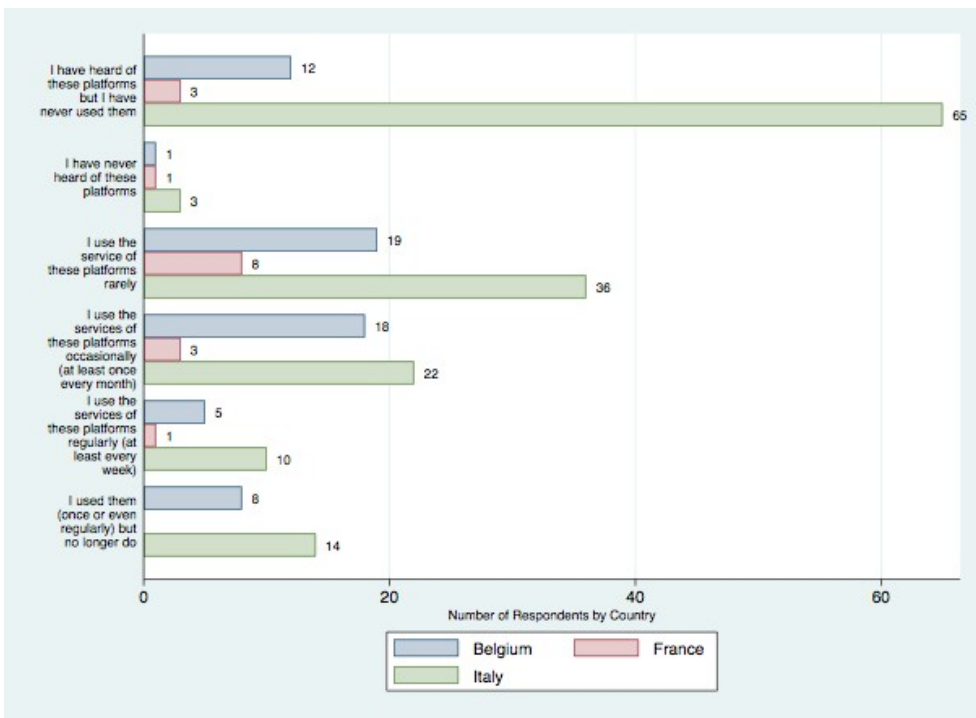


Table 7: Occurrence of problems with online platforms

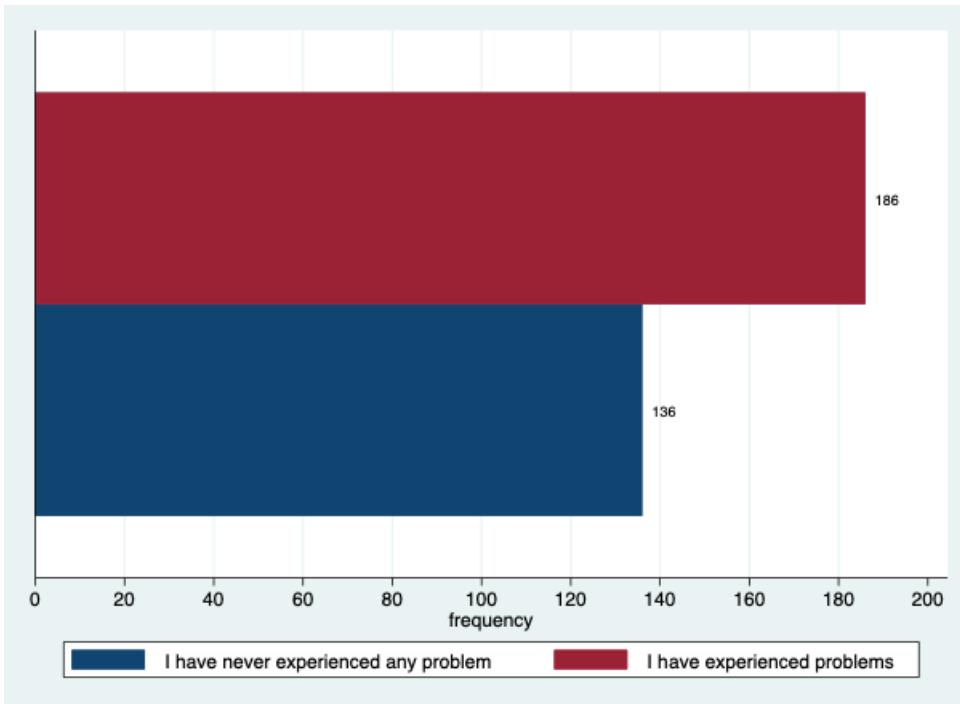


Table 8: Occurrence of problems (detailed list)

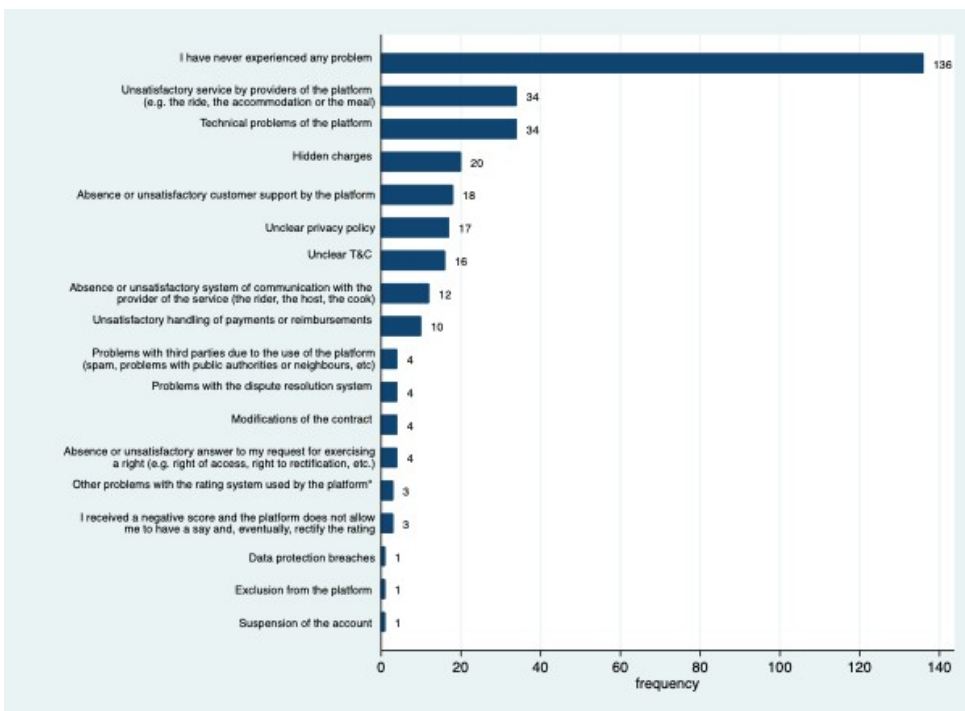


Table 9: Occurrence of problems detailed per country (Belgium, France, Italy)

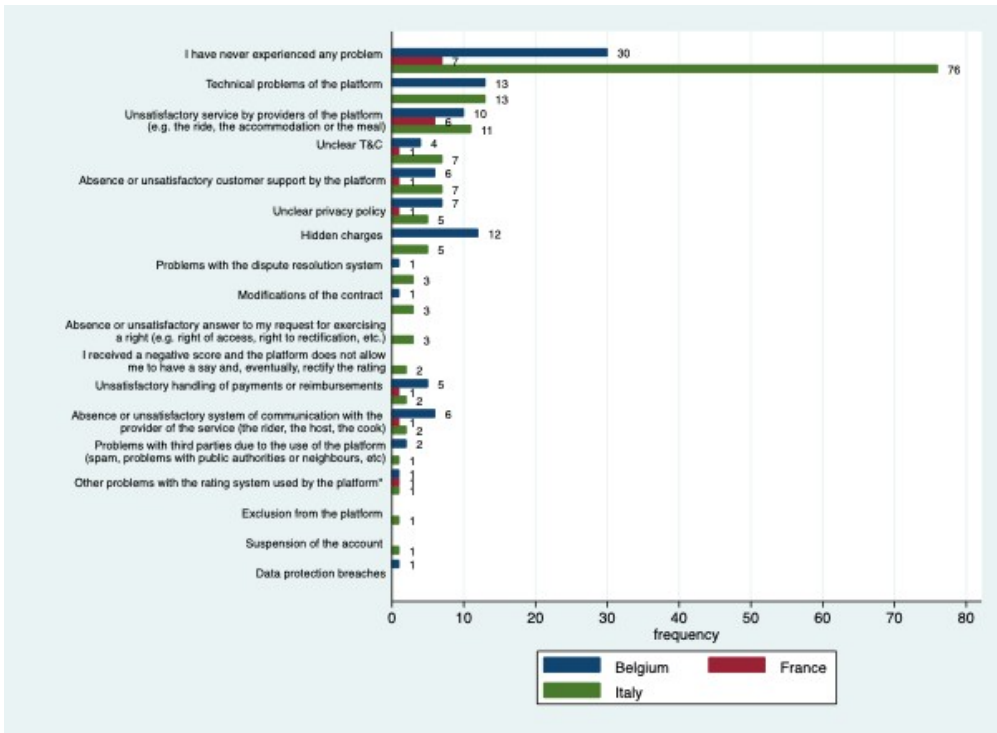


Table 10: Actions taken by the user in cases of problems with the platform

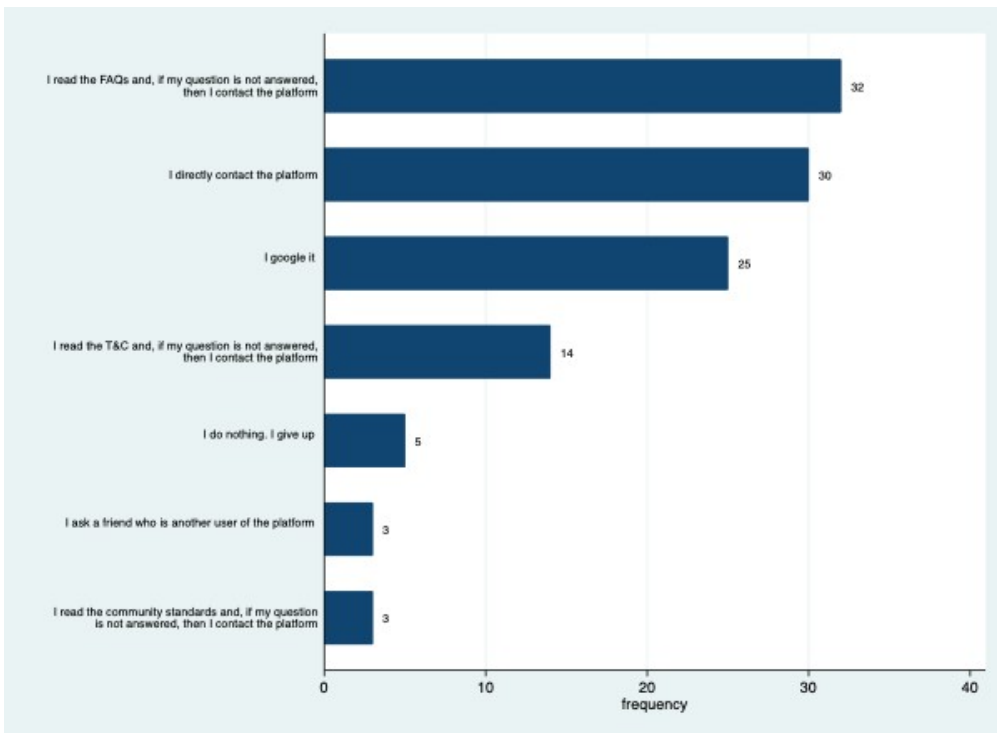


Table 11: Actions taken by the user in cases of problems with the platform detailed per country (Belgium, France, Italy)

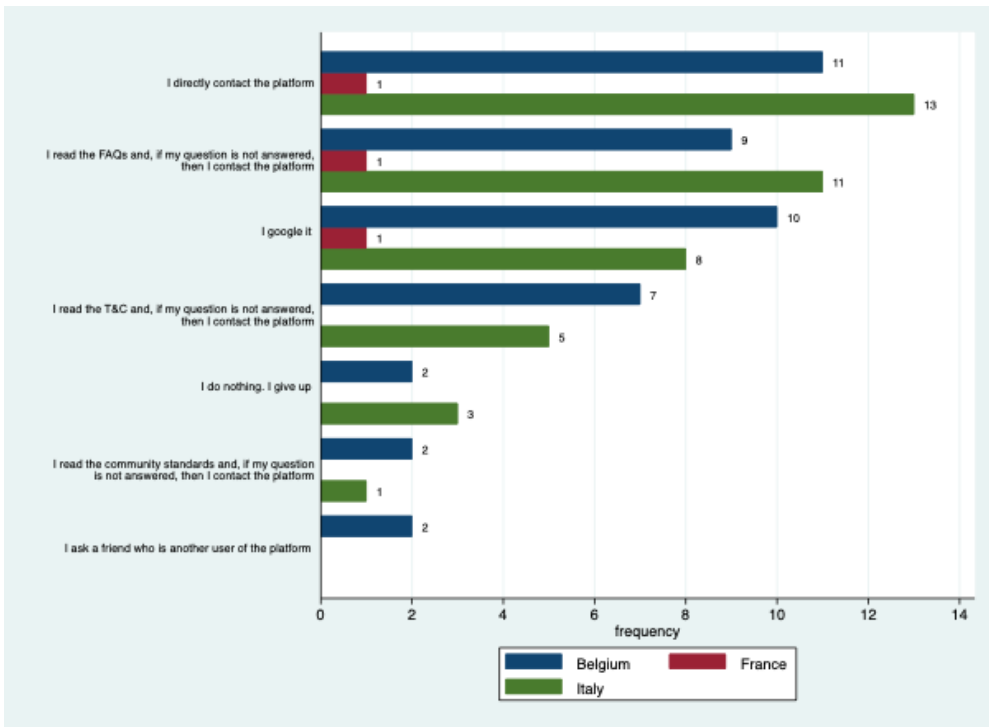


Table 12: Pattern of Reading Ease Score

Flesch Reading Ease score	Level of readability	Typical magazine
90-100	Very easy	Comics
80-90	Easy	Pulp-fiction
70-80	Fairly easy	Slick-fiction
60-70	Standard	Digests
50-60	Fairly difficult	Quality
30-50	Difficult	Academic
0-30	Very difficult	Scientific

Table 13: Flesch Reading Ease score applied to privacy policies

	Privacy Policy separated from T&C	Privacy layered statement	Flesch Reading Ease Score
Uber	YES	YES	37.5
Airbnb	YES	NO	32.3
BlaBlaCar	YES	NO	40.1
Couchsurfing	YES	NO	33.2
Zen Car	YES	NO	36.3

Warmshowers	YES	NO	67.4
Cambio	YES	NO	40.6
BeWelcome	YES	NO	31.8
Rydigo	NO	NO	24.1
Bedycasa	YES	NO	31.6
Enjoy	YES	NO	24.6
Homelink	*	NO	18.84

* At the bottom of the homepage, the “Termini e condizioni” link redirects to a page titled “Privacy Policy”, embedding the privacy policy and the T&C in the same document. While the user starts to explore the listing of accommodations, she is directed towards HomeLink.org. At the bottom of that page, a different link “Termini e condizioni di utilizzo” lead to another page where T&C and privacy policy are presented separately.

Table 14: Layers of the data and the digital economy

Platform name	Decision making process	Data process	Feedback	Authentication	Tie-in/spin off
Uber	Management: Uber Technologies Subsidiary companies: local subsidiary, Dutch subsidiary Uber B.V. (and Subsidiary established in Bermuda)	Data controller: Uber B.V. (for Europe) Data transfer flagged in by press: Greyball – Hell – Ripley tools Server location: EU/US/...	Ratings	ID, driving license	Spin off: UberEats Future tie-in: Cargo Tie-in in Belgium : bsit.
Airbnb	Management: Airbnb, Inc. (US) Subsidiary companies: Airbnb Payment, Airbnb Ireland Payment controller: Airbnb Payment UK	Data controller: Airbnb Ireland Data transfer: Compliance with privacy shield Server location: EU/US/India/Asia	Ratings	ID, not mandatory	Tie-in: Airbnb Experience Spin off: Kitchintable
BlaBlaCar	Management: Comuto SA (Paris)	Server location: Comuta SA – UE Data controller:	Ratings	ID, driving license	Tie-in: Axa Insurance

	Sister companies: carpooling companies	1 in each state of activity			
Couchsurfing	Management: Couchsurfing International Inc. Subsidiary companies: none	Data controller: Couchsurfing Int'l Inc. Data transfer: Compliance with privacy shield Server location: US	References	ID/ address verification although not mandatory (for a fee)	N/A
Zen Car	Management: Zen Car Brussels	Data transfer: no commercial transfer Server location: Luxembourg	None	ID, driving license	N/A
Warmshowers	Management: Warmshower Foundation	Data transfer: systematically processed in US Server location: US	Comments	Name, but no ID verification	N/A
Rydigo	Management: Scity (Coop Ltd)	Server location: Paris (website) Data transfer: No transfer outside EU	Like/dislike feedback	None	Tie-in: Pole Emploi
Bedycasa	Management: BED AND LEARN SAS	Server location: n/a Data transfer: to third companies for non-commercial purposes	Comments	None	Tie-in: Europ Assistance
Enjoy	Management: Eni Fuel S.p.A. Subsidiary companies:	Data controller: Eni Fuel S.p.A. Data transfer: Yes with	None	ID, driving license, phone number	N/A

	(website)	subsidiaries and sister companies - compliance with Standard Contractual Clauses Server location: Milan			
Homelink	Management: HomeLink International Associates Subsidiary companies: HomeLink Italia (a local subsidiary)	Server location: France (website) Data transfer: Not clear policy. In principle, data are not transferred to third parties. However, such a provision will not apply to “trusted” third parties and collaborators who provide services and maintenance of the website.	Comments & individual evaluation form for the platform	Compulsory membership fee	N/A

Table 15: Identification of a social mission pursued by platforms

Name of the platform	Social mission	Explanation
Uber	No	No explicit mention of any social mission
Airbnb	No	No explicit mention of any social mission
BlaBlaCar	Yes	Type 3: promoting a more sustainable lifestyle
Couchsurfing	Yes	Type 3: promoting a more sustainable lifestyle
Zen Car	Yes	Type 3: promoting a more sustainable lifestyle Type 1: the nature of the offered service
Cambio	Yes	Type 3: promoting a more sustainable lifestyle
Enjoy	No	No explicit mention of any social mission
Bedycasa	No	No explicit mention of any social mission
Homelink	Yes	Type 3: promoting a more sustainable lifestyle
Ryidigo	Yes	Type 3: promoting a more sustainable lifestyle Type 2: paying more attention to disadvantaged groups

Warmshowers	Yes	Type 3: promoting a more sustainable lifestyle
BeWelcome	Yes	Type 3: promoting a more sustainable lifestyle

Table 16: Platform structure by dominant interest, resources, organizational structure, revenues and decision-making process.

In this following table, we apply the 2 main criteria of the chosen typology to the selected platforms (Defourny & Nyssens, 2017). The analysis is performed based on the activity of these platforms as constrained by their legal forms, their terms and conditions and as they are described on their website.

Platform	Dominant interest	Resources	Organizational type	Main source of revenues	Decision-making
Uber	Capital interest	Dominant market income	Large FPO	Through commissions on transactions	capitalistic
Airbnb	Capital interest	Dominant market income	Large FPO	Through commissions on transactions	capitalistic
BlaBlaCar	Capital interest	Dominant market income	Large FPO	Through commissions on transactions	capitalistic
Couchsurfing	Capital interest and General interest	Dominant market income	Large FPO	Thanks to an optional one-shot subscription fee (upgrade to a 'verified accounts')	capitalistic
Zen Car	Capital interest	Dominant market income	SME	Thanks to fees for the underlying service	capitalistic
Cambio	Capital interest	Hybrid resources	SME	Thanks to fees for the underlying service	capitalistic
Enjoy	Capital interest	Dominant market income	Large FPO	Thanks to fees for the underlying service	capitalistic
Bedycasa	Capital interest	Dominant market income	Large FPO	Through commissions on transactions	capitalistic
Homelink	Mutual interest	Dominant market income	Mutual interest association	Thanks to an annual subscription fee	democratic
Rydigo	Mutual interest	Hybrid resources	Cooperative	Through commissions on transactions	democratic

Warmshowers	Mutual interest	Hybrid resources	Mutual interest association	Through donations ⁶²	democratic
BeWelcome	Mutual interest	Hybrid resources	Mutual interest association	Through donations	democratic

Table 17: Comparison between the traditional organizational types and the types identified by Nyssens and Defourny

Traditional organizational types	Types by Defourny and Nyssens
Cooperatives	Social co-operative
Mutual interest association	
General interest associations	Entrepreneurial non-profit
Public organizations	Public sector enterprise
For profit organizations	Social business
SMEs	

Table 18: Movements in interest principles

Name of the platform	Dominant interest	Additional interest	Type
Uber	Capital interest	None	Not a SE
Airbnb	Capital interest	None	Not a SE
BlaBlaCar	Capital interest	General interest	Social business
Couchsurfing	Capital and General	General interest	Social business
Zen Car	Capital interest	General interest	Social business
Cambio	Mutual interest	General interest	Social business
Enjoy	Capital interest	None	Not an SE
Bedycasa	Capital interest	None	Social business
HomeLink	Mutual interest	Capital interest	Entrepreneurial non-profit
Rydigo	Mutual interest	General interest	Social cooperative
Warmshowers	Mutual interest	General interest	Social cooperative
BeWelcome	Mutual interest	General interest	Social cooperative

Table 19: Main service provided by the platform and pricing

Platform	Provided service	Own service price	Underlying service price	Intervention by the platform regarding the underlying service
Uber	Intermediation	Description of the perceived commission	Remunerated	Fixed by the platform
Airbnb	Intermediation	Description of the perceived commission	Remunerated	Freely by the providers
BlaBlaCar	Intermediation	Description of the	Remunerated	By providers but prohibition

⁶² "Your donation to the Warmshowers.org Foundation lets us improve and maintain the site, support the community, and continue to let hosts and guests develop lifelong friendships"

		perceived commission		of requesting more than a mere contribution to travel expenses
Couchsurfing	Intermediation	Description of the optional one-shot subscription fee	Gratuitous	Remuneration explicitly prohibited by the platform ⁶³
Zen Car	Underlying service	Description of rates and registration fee ⁶⁴	N/A	N/A
Cambio	Underlying service	Description of rates and fixed costs ⁶⁵	N/A	N/A
Enjoy	Underlying service	Description of rates, and parking fees at airports and registration fee ⁶⁶	N/A	N/A
Bedycasa	Intermediation	Description of the perceived commission	Remunerated	Freely by providers
HomeLink	Intermediation	Description of the annual subscription free	Gratuitous	Remuneration indirectly prohibited by the platform
Rydigo	Intermediation	Description of the perceived commission	Remunerated	Fixed by the platform by means of a “credit points” ⁶⁷ system
Warmshowers	Intermediation	Gratuitous	Gratuitous	Remuneration explicitly prohibited by the platform ⁶⁸
BeWelcome	Intermediation	Gratuitous	Gratuitous	Remuneration indirectly prohibited by the platform

Table commentary

Provided services were classified based on the description of the service as provided in terms and services. However, such a presentation does not necessarily reflect reality. The case of Uber is noteworthy. The European Court of Justice affirmed that the platform notably exercises “decisive influence upon the underlying services provided by members of the network” and consequently “the intermediation service must thus be regarded as forming an integral part of an overall service whose main component is a transport service”⁶⁹ (see paras. 39 and 40 of Uber Spain Case). However, Uber still describes itself as “a technology platform that enables users (...) to arrange and schedule transportation and/or logistics services

⁶³ Point 3 of the Conduct Policy available on the website: “Don’t Charge for Your Couch: Our community offers free exchange of hospitality. Asking for money or labor in exchange for your couch, or referring members to paid accommodation services, is not allowed”.

⁶⁴ <https://www.zencar.eu/en/our-offers/>

⁶⁵ <https://www.cambio.be/nl-vla/hoeveel-kost-het>

⁶⁶ <https://enjoy.eni.com/en/roma/tariffe>

⁶⁷ 1 credit equals 1 km, equals 10 cents. End-users purchase credits, and 80 percent thereof (after subtraction of the commission) goes to providers.

⁶⁸ FAQ, Rules of the community, point 6: “Hosts are not allowed to require any payment for the hospitality that they offer other Warmshowers members. Guests may help out of course; you can fix a meal, bring some beer, etc.”.

⁶⁹ See paras. 39 and 40 of Uber Spain Case. European Court of Justice, Case C-434/15, Judgment of 20 December 2017, Asociación Profesional Elite Taxi v Uber Systems Spain, SL, ECLI:EU:C:2017:981.

with independent party providers” and was thus classified as providing an intermediation service for the purpose of the present research.

Table 20: Entitlement for professionals to be active on the platforms

Name of the platform	Social mission	Dominant interest	Professional or Non-professional providers
Uber	No	Capital interest	Both
Airbnb	No	Capital interest	Both
BlaBlaCar	Yes	Capital interest	Only non-professionals
Couchsurfing	Yes	Capital and General	Only non-professionals
Zen Car	Yes	Capital interest	N/A
Cambio	Yes	Mutual interest	N/A
Enjoy	No	Capital interest	N/A
Bedycasa	No	Capital interest	Both
HomeLink	Yes	Mutual interest	Only non-professionals
Rydigo	Yes	Mutual interest	Only non-professionals
Warmshowers	Yes	Mutual interest	Only non-professionals
BeWelcome	Yes	Mutual interest	Only non-professionals

Table Commentary

For those platforms allowing only non-professionals the effective exclusion of professional providers stems from the following mechanisms:

Rydigo	No frequency insofar as the system of credits to compensate expenses set by the platform itself does not enable earning amounts allowing someone to remunerate him or herself and thus does not motivate a frequency shifting towards professional service provision
BlaBlaCar	None of the two criteria is met as commercial use is explicitly prohibited by its terms and conditions
Couchsurfing	No remuneration criterion as the service is provided for free or in exchange for hospitality
Warmshowers	No remuneration criterion as the service is provided for free or in exchange for hospitality
BeWelcome	No remuneration criterion as the service is free or in exchange for hospitality
HomeLink	No remuneration criterion as the service is free between members

Appendix 2

Figures

Figure 1: Actors in the platform economy

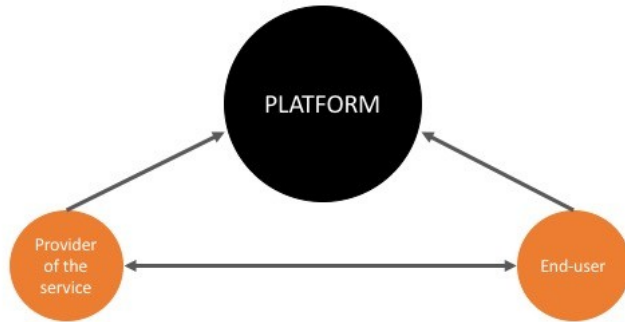


Figure 2: The Uber fare estimator shows the range of prices for a ride

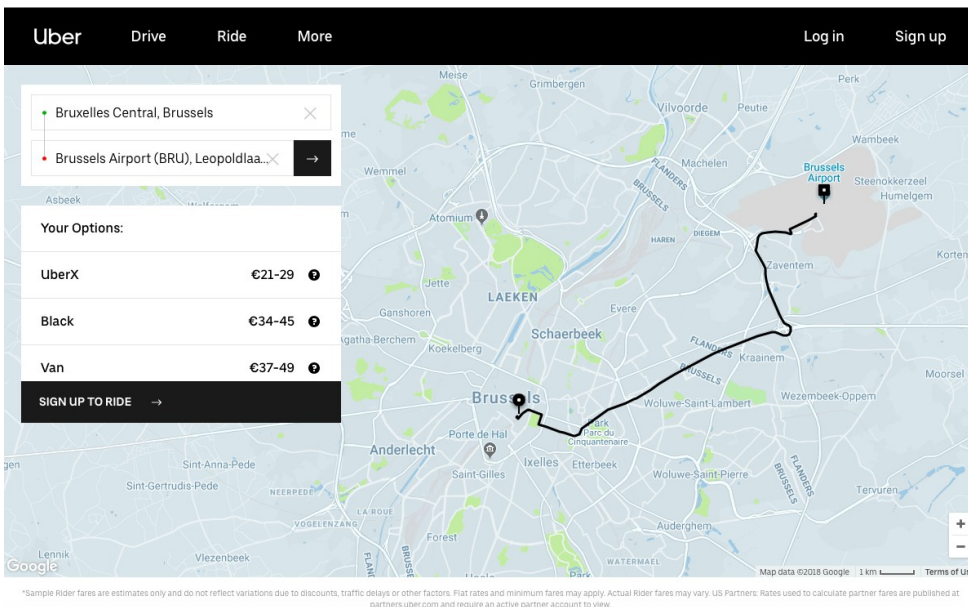


Figure 3: Uber fare estimator

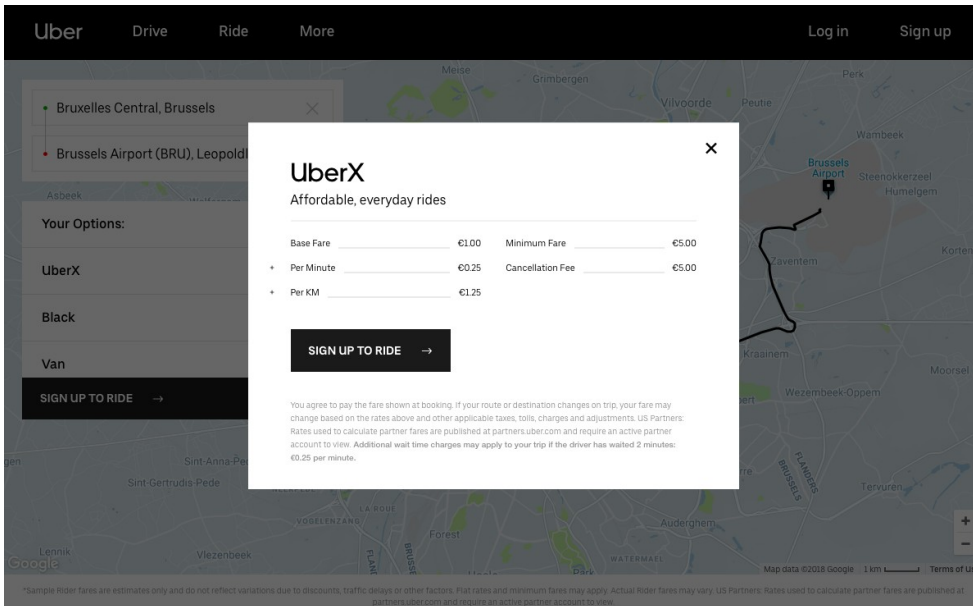


Figure 4: Invoice for ride from Brussels city center to Zaventem airport. Parking fees emphasized

13 June 2018, 8:34 am Request
 Rate trip ★ ★ ★ ★ ★
 Resend Receipt [Save Invoice](#)

Auto	Chilometri	Durata Della Corsa	Total Fare
UberX	13.95	00:39:25	€38.79

8:34 AM
 Leopoldlaan, 1930 Zaventem, Belgio
 9:19 AM

Fare Breakdown	
Tariffa base	1,00 €
Distanza	17,45 €
Tempo	9,85 €
Tariffa normale	28,30 €
Incremento x1.3	8,49 €
Subtotale	36,79 €
Parking fee	2,00 €
Total	38,79 €
Total	38,79 €

ADD A TIP

Figure 5: Interface when you request a ride

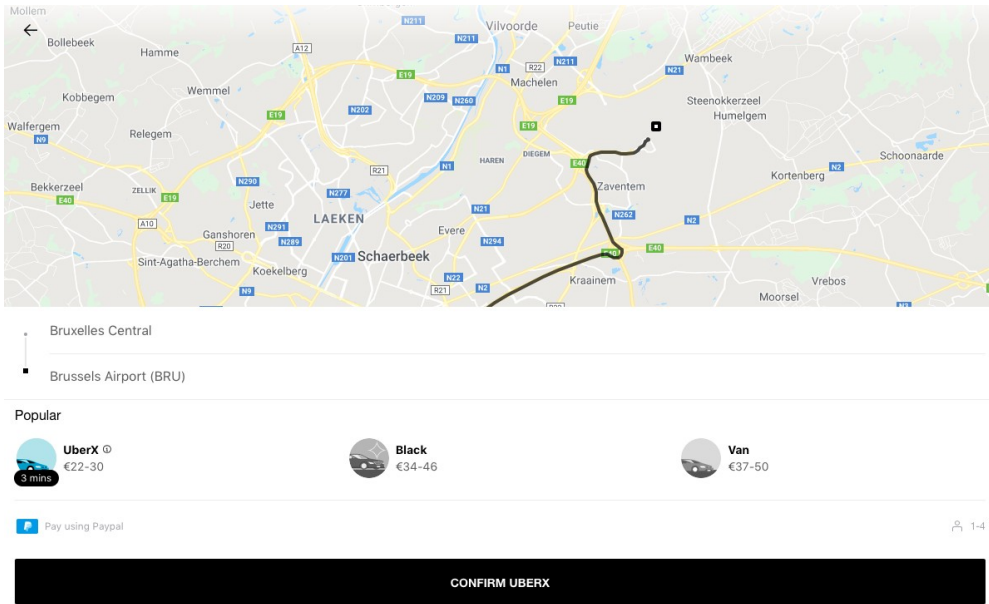


Figure 6: Screen available after clicking on the “info” icon (in Figure 5)

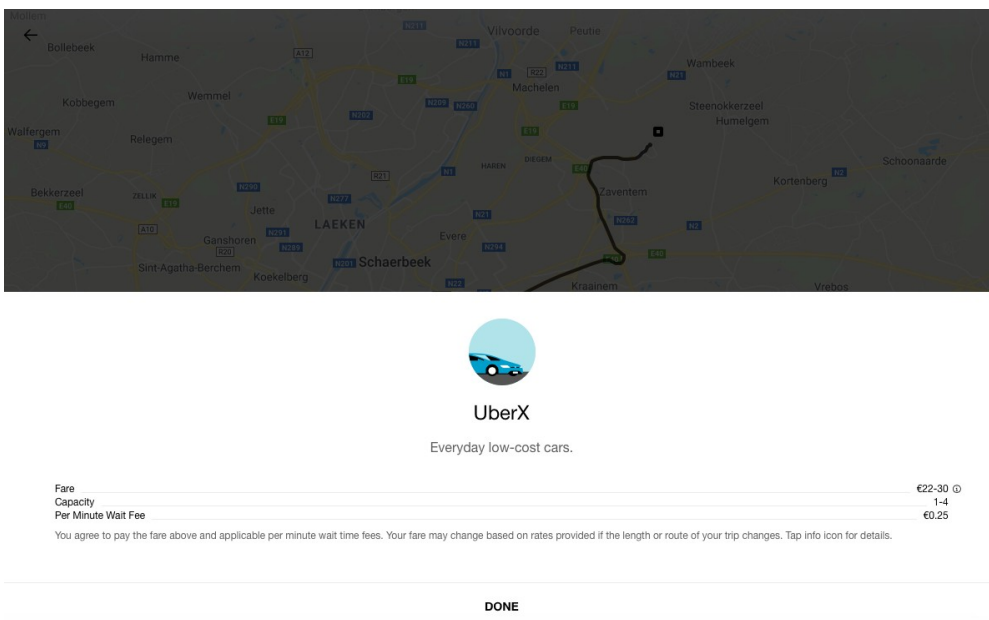


Figure 7: Screen available after clicking on the “info” icon (in Figure 6)

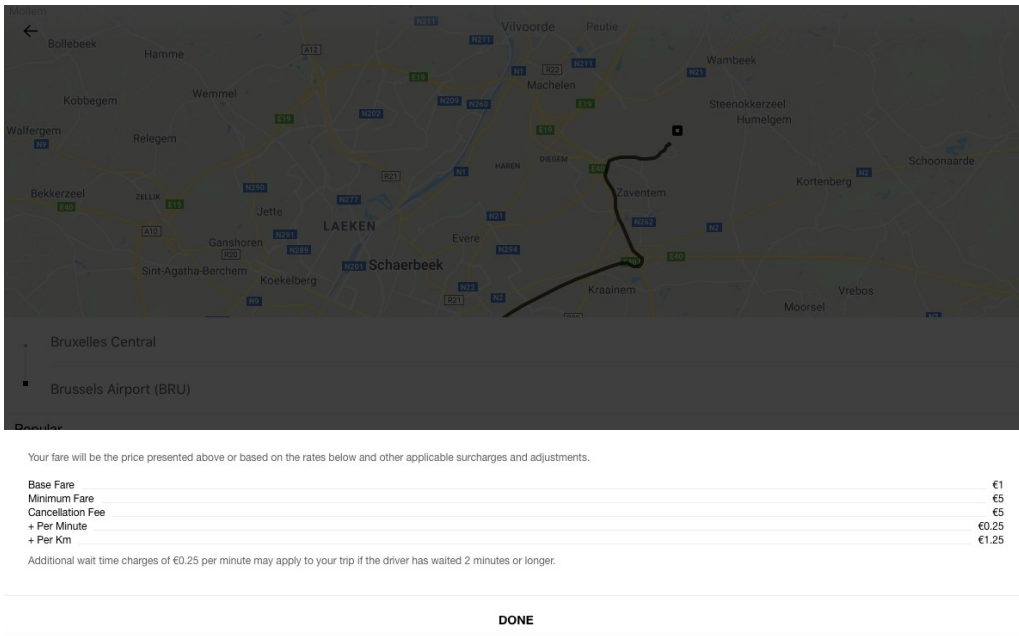


Figure 8: Search on Airbnb after clicking on an advertisement

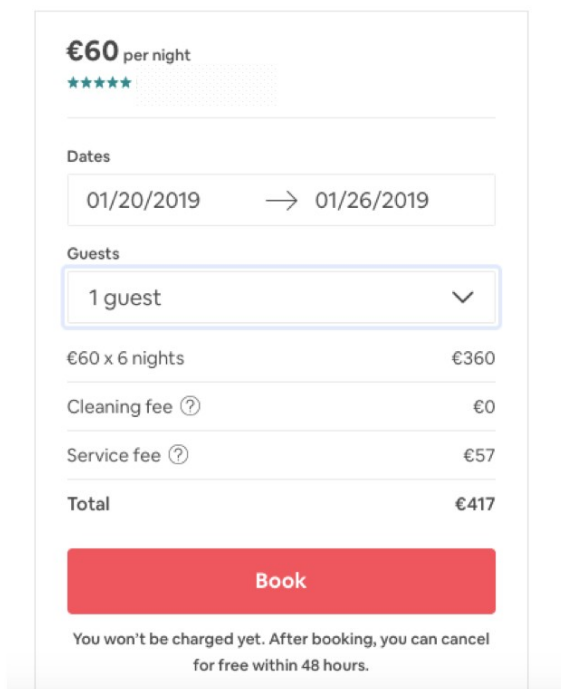
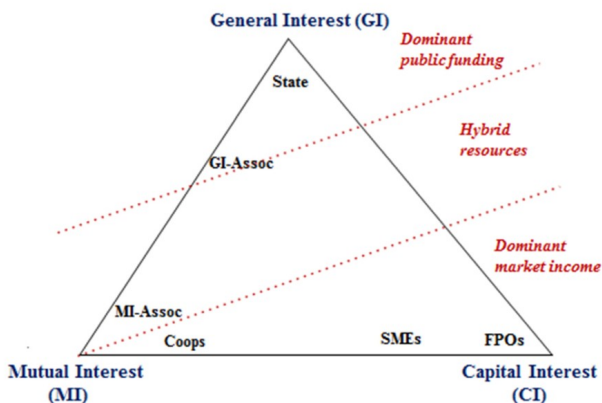


Figure 9: Triangle of interest principles and resource mix



Source: Defourny & Nyssens, 2017, p.11

Figure 10: Price setting screen for providers placing an offering on Airbnb

Base price
This will be your default price for days when you decide to turn off Smart Pricing

Tip: €26 ⓘ

Minimum price
When demand for your space is low, nightly prices will drop to attract more guests to book. What's the lowest price you're comfortable with?

Tip: €18 ⓘ

Maximum price
If demand is high, e.g. if there's a popular festival in town, what's the highest price you're willing to charge guests per night?

Figure 11: Airbnb’s incentivization of providers towards placing offerings with frequent availabilities

