

## Ecommerce Europe Response to the EDPB Consultation on the Draft Recommendations 2/2025

As the voice of the e-commerce sector in Europe, [Ecommerce Europe](#) welcomes the EDPB efforts to clarify the legal framework around user accounts through the Draft Recommendations 2/2025. However as currently formulated the Recommendations would as a general rule require e-commerce websites to offer a guest mode option with only very limited exceptions. We are very concerned by the disproportionality of such an obligation, especially given that guest modes do not offer demonstrable additional safeguards for the protection of personal data and often may even make the data collection and use less transparent to an average consumer. In our view, the Recommendations fail to take into consideration established case law such as the OLG Hamburg, Case No. 5 U 30/24, while raising concerns in light of core principles of EU law. **Ecommerce Europe firmly opposes the imposition of a mandatory guest mode by the EDPB. The availability of a guest mode should remain voluntary, in line with the freedom to conduct a business enshrined in Article 16 of the Charter of Fundamental Rights of the European Union.**

We also consider it inconsistent to prohibit prior identification in e-commerce while allowing it for content platforms such as streaming services, video games, and social networks, which rely on the same algorithmic mechanisms for personalised recommendations. The GDPR cannot justify differential treatment between business models.

Moreover, the draft Recommendations rely on an outdated, reductionist view of e-commerce as a mere singular B2C transaction, totally ignoring the complex and diverse reality of modern digital commerce both in terms of how services are provided and how offers are accessed. E-commerce services extend far beyond the moment of the transaction, forming a continuum of services over time, of which the purchase is only one stage. This continuum typically include a pre-sale phase, featuring personalised presentation of offers; the sale itself, which concludes the legal contract between consumer and the merchant; and a post-sale phase, encompassing delivery tracking, exercise of rights attached to distance selling (withdrawal, cancellation, returns), management of legal guarantees (product liability, recalls), billing history, and customer support. As this three-phase process reflects the full diversity of e-commerce business models, reducing e-commerce to mere transactions ignores the essential 'before' and 'after' services that constitute the operator's added value.

Ecommerce Europe's members always seek to ensure the highest level of compliance with the existing legal framework, including their obligations under the GDPR. They are currently assessing the actual impacts of a mandatory guest mode on their operations, however this assessment requires more time than the feedback deadline set by the EDPB allows. To ensure that the Helsinki Statement<sup>1</sup>'s objective of enhanced stakeholder dialogue is met, **we urge the EDPB to pause the adoption of these Recommendations before a more structured exchange with the industry is enabled.** Such a dialogue would allow e-commerce companies to share concrete, real-world examples of the technical, legal, and security consequences of this obligation, thereby supporting a fully informed decision-making process.

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<sup>1</sup> EDPB, Helsinki Statement – [link](#)

## I. Safeguarding the Principle of Proportionality

E-commerce offers arise from the meeting of two desires: that of the professional who designs its model (with its functionalities, ergonomics, constraints and advantages), and that of the consumer who freely decides whether or not to accept it. Consumers can always freely decide where to shop as it is rare that a product is only available on a single e-commerce website or other retail location. Conversely, retailers are not obliged to do business with a consumer who is not willing to accept their terms and conditions as long as they are non-discriminatory and conform with contractual law. Additionally, if customers are dissatisfied with a company's service and no longer wish to use it, they always have the ability to delete their user accounts and personal data at any time as guaranteed under Article 17 GDPR. In this respect, proportionality must be given to any measure in order to address both company and data subject concerns.

### A. Disproportionate impact on the e-commerce sector

**We urge caution before mandating guest mode without fully considering the significant operational, legal, and security implications on the e-commerce sector.** From a technical standpoint, enabling a guest mode would require the development of entirely separate platforms alongside the existing account-based platform, entailing a fundamental reorganisation of IT systems and an end-to-end rebuild that could take two to three years to complete. This would directly result in considerable fixed costs and the mobilisation of extensive technical and organisational resources way beyond what many businesses, and especially smaller ones, can realistically absorb.

For most e-commerce businesses, mandating a guest mode would not only require massive operational adjustments but also totally jeopardise their entire business model and services offered to consumers. Moreover, **the draft Recommendations insufficiently consider the organisational and financial consequences of the proposed EDPB alternatives** which are only assessed from a privacy perspective while totally overlooking implementation complexity and the resulting effects on pricing and service quality.

When assessing the impact of mandatory guest modes, it is essential to recognise the legitimate reasons why e-commerce businesses may choose to implement user accounts<sup>2</sup>. Firstly, they are central to delivering a personalised and tailored shopping experience. For many e-commerce websites, personalisation is not an ancillary feature but a core component of the service itself. This personalisation mechanism is comparable to that offered by video-on-demand platforms, whose extensive catalogues only become attractive if they present users with content that is most likely to interest them. By mandating a guest mode, the EDPB would effectively require e-commerce businesses to offer a non-personalised and degraded version of their service, disregarding market realities and well-established consumer expectations. This approach is at odds with recent evidence<sup>3</sup> showing that 85% of consumers expect personalised experiences and that 80% consider the experience provided by a company to be as important as its products or services.

In addition, mandating guest modes would be detrimental to security and data protection itself. Alternatives such as access links sent via email or SMS are less efficient and expose users to increased phishing and malware risks, a concern the EDPB itself acknowledges in paragraph 11, noting that such links are

<sup>2</sup> Ecommerce Europe, Position paper on mandatory account creation on e-commerce websites – [link](#)

<sup>3</sup> Fevad, Les chiffres: Bienvenue dans l'ère de l'ultra-personnalisation de l'expérience client – [link](#)

inherently less secure because they entirely rely on the security of the user's email provider. Eliminating user accounts removes an important security layer, while guest mode would require sensitive information (invoices, addresses, and tracking links) to be transmitted via email. In an era of two-factor authentication and biometric recognition, the envisaged hyperlinks seem outdated and insufficient. In this context, guest modes would undermine the GDPR's core objective of data protection, whereas user accounts provide an effective safeguard and support compliance with Article 32 GDPR.

Other reasons to implement user accounts include facilitating the exercise of consumer and GDPR rights through user-friendly functionalities, reducing returns through accurate sizing recommendations, and ensuring the authenticity of reviews, which is critical to consumer trust. Allowing unrestricted review submissions would likely lead to widespread fake reviews and conflict with the European Commission's objective of promoting transparent and reliable reviews, as reflected in its Consumer Protection Pledge<sup>4</sup>. Beyond these benefits, a registered-only model also supports compliance with a broad range of regulatory obligations beyond the GDPR, including AML requirements, product-safety and traceability rules, taxation and accounting obligations, and the DSA duties imposed on VLOPs to assess and mitigate systemic risks such as fraud and illegal content, for which persistent user accounts are indispensable. E-merchants designated as gatekeepers under the DMA may also be in non-compliance if they prioritise first party products by offering them via guest mode whereas third party products on the marketplace cannot be offered accordingly, thereby treating first party sales and third-party sales differently.

## B. Respect of the freedom to conduct a business

**Ecommerce Europe considers the choice of whether to offer a guest mode to fall within the freedom to conduct a business guaranteed by Article 16 of the EU Charter of Fundamental Rights.** Mandating a guest mode would unduly interfere with that freedom as it would affect a core element of e-commerce offerings and directly constrain businesses' ability to operate and grow in their market. In this respect, the draft Recommendations are not consistent with the principle of proportionality set out in Recital 4 of the GDPR, which requires a fair balance between the right to the protection of personal data and other fundamental rights, including the freedom to conduct a business. The EDPB cannot be the sole authority to resolve this 'conflict of norms', as the issues raised extend beyond data protection law and also touches on consumer law, commercial law, and general contractual law.

Moreover, **the CJEU has consistently stressed that the GDPR must be interpreted in line with fundamental rights and should not be used as a mean to reshape business models.** For instance, in *SAS Institute Inc. v. Wyeth (C-634/17)*, the CJEU clarified that the GDPR established conditions for lawful data processing but does not dictate the fundamental design of business models: "*The GDPR governs the processing of personal data, but it does not regulate the economic activities of undertakings as such, nor does it determine the business models which they may adopt.*" This was further reinforced in *Planet49 (C-672/17)*, where the CJEU emphasised that the GDPR's purpose is to protect fundamental rights in the context of data processing, not to prescribe specific commercial arrangements or business structures.

The CJEU has consistently applied the principle of proportionality when examining measures that interfere with the freedom to conduct a business. In *Deutsche Telekom (C-543/10)*, the Court established that any regulatory measure affecting the freedom to conduct a business must be appropriate, necessary, and proportionate to the legitimate aim pursued. In our view, the EDPB's Recommendations do not meet this standard, as the GDPR does not empower supervisory authorities to mandate specific business models. In

<sup>4</sup> European Commission, Consumer Protection Pledge – [link](#)

the case of user accounts, less intrusive means exist to address any legitimate data protection concerns without fundamentally reshaping e-commerce business models. **We therefore urge the EDPB to duly reflect the relevant CJEU jurisprudence in its assessment and conclusions.**

## C. Need for a case-by-case approach

In line with the principle of accountability, it is the responsibility of the data controller to determine on a case-by-case basis which processing operations are necessary for a given purpose and the appropriate legal basis. In its draft Recommendations, the EDPB finds that requiring user accounts can be justified only for a very limited cases, effectively making guest mode a near-horizontal obligation across the industry. This one-size-fits-all interpretation of the law completely disregards the specific context of the seller–customer relationship, relies on an outdated and reductionist view of e-commerce, and undermines this case-by-case approach. **Ecommerce Europe calls for a case-by-case assessment that takes into consideration the variety of e-commerce business models and involves parameters relating to competition law, commercial law, contract law and consumer law.** The examples below illustrate e-commerce business models where customer accounts are indispensable for the proper functioning of the business.

- **Multi-party e-commerce marketplaces**

These platforms typically manage contractual relationships between buyers and multiple professional sellers, facilitate both C2C and B2C transactions, and may offer trade-in programs that allow customers to sell their device to professional sellers. The involvement of multiple stakeholders in these purchasing and reselling services increases the complexity of fraud detection and prevention, making user accounts an essential tool for managing and mitigating fraud risk.

Most importantly, it appears that the concerns raised by the EDPB have already been authoritatively addressed by the German Court in the "Otto case" (OLG Hamburg, Case No. 5 U 30/24), where the Court confirmed that a marketplace operator with multiple third-party sellers has a legitimate interest in requiring user registration. It was recognised that: *"The operational efficiency of a marketplace, where orders must be coordinated across a vast network of third-party sellers, justifies the mandatory creation of an account. The platform's interest in managing customer service, returns, and communications efficiently through a centralised account outweighs the minor interference of registration."*<sup>5</sup> **This case law directly contradicts the EDPB's characterisation of mandatory accounts as "unnecessary" and Ecommerce Europe asks that for this case law to be directly reflected in the EDPB Recommendations.**

- **E-commerce platforms with auction or offering unique/limited-quantity items**

In auctions or sales of unique or spare goods (e.g., collectibles, artwork), a transaction with one buyer necessarily excludes all others. Failed transactions, due to non-payment, fraud, or bad-faith participation, harm both sellers and legitimate buyers as alternative transactions are foreclosed during the relevant period. Requiring an account in these contexts is necessary to reduce failed transactions by enabling, for example: pre-bid or pre-purchase validation of payment instruments, enforcement against non-paying or fraudulent bidders ("troll bidders"), repeat-offender prevention across multiple listings, and orderly

<sup>5</sup>OLG Hamburg, Case No. 5 U 30/24, p. 18f.

resolution of disputes where high-value or irreplaceable goods are involved. While it may be argued that payment validation could occur at the moment of bidding, this approach is not always workable and particularly for short-duration auctions or in the final minutes of bidding, when bids may arrive in rapid succession.

In these scenarios, real-time payment validation without prior verification may be technically impractical or commercially disruptive, increasing the risk of transaction failure. Accordingly, for auctions and sales involving unique or limited-quantity goods, persistent accounts may be a proportionate and necessary means to ensure transactional reliability, protect sellers, and preserve fair access for bona fide buyers. For e-commerce marketplaces with auction or offering unique/limited-quantity items, the EDPB should clarify that account creation may be justified where buyer verification is necessary to preserve the integrity of the transaction.

- **E-commerce platforms offering event sales and ‘closed community’ based on user’s membership**

In the context of event sales, a member account is created as part of a subscription service to an event sales invitation programme. Member account constitutes a standalone service, independent of any future sale, but which is a prerequisite for it. Similarly, the account creation constitutes an independent contract in its own right, distinct from any sales contract that may arise later. In that regard, traffic indicators show that the use of the mobile app is closer to that of a social network with connection spikes at event sales’ launch and significant number of customers visiting the site simply to ‘take a look’ at non-public offers without purchasing any products.

The implementation of a guest mode on such e-commerce players would jeopardise their entire business model by rendering private sales services illegal. This would spell the end of their unique selling point and performance, forcing them to abandon their business model, thereby exposing them to competition from all the distribution networks that brands can already turn to, but which do not offer the advantages inherent in a private sales service: the promise of predictable, rapid destocking volumes that can meet their cash flow and inventory turnover needs. Furthermore, the characteristics of an event sale make it inherently necessary to first create an account as it is the only way to authenticate a user and link a shopping basket to an inactivity timer or completion of a sale associated with that account.

Lastly, the EDPB qualifies the concept of community by considering that it requires a mechanism of co-optation or exclusivity that is not accessible to all (paragraph 29). We believe this assertion to be a highly problematic misanalysis and we question the sole competence of the EDPB to independently assess the lawfulness of ‘closed communities’ since such an assessment involves parameters that fall outside the scope of the GDPR and touches on consumer law, commercial law, and general contractual law.

- **E-commerce platforms providing social or interactive features between users**

These features can be buyer-seller messaging, live shopping chat, community reporting, or other real-time communication. For these platforms, user accounts are necessary to enforce community standards, prevent repeat misconduct; enable blocking, muting, and reporting mechanisms; and ensure timely investigation and remediation of abusive or fraudulent behaviour. Without user accounts, malicious actors can repeatedly create harmful content leaving platforms with limited ability to intervene. The marketplace is therefore

functionally comparable to a social or community-based marketplace, where moderation and enforcement depend on persistent identity. This functionality is particularly important to protect small merchants (often individuals rather than large commercial entities) who rely on direct communications with buyers and are disproportionately affected by harassment, impersonation, or bad-faith conduct. It may be argued that restricting social or interactive features for guest users could mitigate these risks. However these interactive features are integral to the core service rather than ancillary enhancements. In such cases, removing or disabling interactivity for non-account users would materially undermine the service offered.

Live shopping provides a clear example of this. A seller streams video in real time while potential buyers ask questions, request demonstrations, and negotiate during the stream. This model is closer to traditional in-person commerce and derives its value from real-time interaction and trust-building between participants. Without authenticated, persistent participation, moderation, accountability, and user safety cannot be effectively maintained, rendering the experience functionally inoperable. For e-commerce marketplaces providing social or interactive features between users, the EDPB should clarify that requiring account creation may be justified as those specific features, due to the necessity of effective moderation, enforcement, and user safety.

## II. Comments on the draft EDPB Recommendations

**As a preliminary observation, we note that the EDPB does not identify any provision in the GDPR or related EU law that would mandate e-commerce websites to offer a guest mode. The GDPR establishes conditions for *lawful processing of personal data* but does not mandate specific business models or service designs.** The attempt to derive such a mandate from principles like data protection by default (Article 25(2) GDPR) represents a legal overreach: Article 25(2) GDPR requires controllers to implement appropriate technical and organisational measures to ensure that, by default, only personal data which are necessary for each specific purpose of the processing are processed. This principle applies to settings *within* a chosen service model, not to the fundamental design of the service itself.

### A. Section 2 – General Remarks

**The concerns identified in the general remarks do not stem from the existence of customer accounts per se, but from instances of non-compliance with other GDPR obligations,** such as storage limitation (Article 5(1)(e) GDPR), appropriate technical and organisational security measures (Article 32 GDPR), or the use of so-called “deceptive designs” (paragraphs 13 and 14). Regarding the risks listed in paragraph 11, it wrongly treats them as inherent to user accounts, whereas most actually stem from poor design choices or user actions, not the account requirement itself.

- **Data minimisation – Article 5(1)(c) GDPR**

It is a common misconception that guest mode necessarily leads to less personal data being processed as completing an online purchase requires the processing of more personal data (address and payment information) than the creation of a customer account alone which only requires providing a first name, last name, e-mail address and a password.

The EDPB is concerned that the widespread use of user accounts leads to increased data collection, while in reality, **guest mode runs counter to the principle of data minimisation by generating structural redundancy**. A loyal customer who makes five purchases via the guest mode will generate five separate and potentially conflicting customer records. Whereas an account allows the identity and contact details to be stored only once for the entire history. In that regard, guest mode automatically multiplies unnecessary records which goes against all rational management logic. Instead of consolidating information around a single identifier, guest modes multiply entries for the same individual. The user account is therefore an effective technical tool for ensuring that the volume of personal data processed as individuals make purchases is kept to a minimum in accordance with the principles of accuracy and minimisation set out in the GDPR.

Moreover, the principle of data minimisation presupposes the existence of defined purposes but does not restrict the freedom to define those purposes themselves. The GDPR explicitly states that purposes must be "determined by the controller" (Article 5(1)(b) GDPR), establishing the controller's autonomy in purpose definition. The EDPB's attempt to use data minimisation as a basis for mandating guest modes inverts this statutory scheme, effectively transforming data protection law into business model regulation.

The EDPB acknowledges that in case of doubts as to the identity of the customer exercising rights under the GDPR additional information for identity verification may be required. This is particularly true for customers that do not have access to the original method of ordering any longer (e.g., because they lost access to their email account or their mobile phone number has changed). In certain cases, where verification otherwise is not possible, this may even require the collection of more information. These issues and related collection of additional personal data typically can be avoided if the customer has an online user account. Consequently, the need for additional information in the guest mode scenario constitutes an infringement of the principle of privacy by design (Art. 25 GDPR).

**A remote access to a secure system which provides the data subject with direct access to his or her personal data is even encouraged in Recital 63 of the GDPR**, which reads: "*Where possible, the controller should be able to provide remote access to a secure system which would provide the data subject with direct access to his or her personal data*". The online user account can provide such remote access and at least one EU data protection authority has welcomed a solution providing for access via the online user account, stating that such a solution "enables all legal requirements to be met". For the reasons set out above and contrary to the EDPB position, we believe that a user account is necessary for e-merchants to respond in compliance with GDPR requirements to customers that exercise their rights under GDPR.

- **Storage limitation – Article 5(1)(e) GDPR**

While it complicates the exercise of individuals' rights, guest mode does not affect retention periods. Risks of excessive data retention are linked to account management and security practices, not to the mere existence of user accounts. Furthermore, as previously mentioned, some data must be retained to allow consumers to exercise rights (e.g. the 2-year legal guarantee, with some retailers even offering lifetime guarantee), and for e-merchants to meet their fiscal obligations, while regulations like the DSA and GPSR require keeping purchase histories for 6 months or more to notify consumers about illegal or dangerous products, regardless of the guest mode. Consequently, the retention periods applied are strictly the same in both cases and guest modes offer no additional guarantee of automatic data 'purge'. It would be misleading for consumers to induce the idea that using a guest mode would significantly lower data

collection and retention. On the contrary, the requirement to use guest mode hinders users' control over their own data. With an account, users are autonomous, they can access their history, correct errors or click a button to delete everything. In a guest mode environment, this direct power disappears.

## B. Section 3.1 – Performance of a contract under Article 6(1)(b) GDPR

As a mean of accessing further products and services, the user account itself can be considered a standalone service. This is based on a contract between the e-merchant and the customer and thereby establishes its own processing purpose under GDPR. The e-merchant may first decide on its business activities and only then will the e-merchant need to consider data minimisation within the framework of its business activities. Any restrictions to this would violate e-merchant's freedom to conduct a business.

There are numerous e-commerce businesses whose core feature is the offering of wide range of products and services, including by third party sellers. They may include any combination of offerings of subscriptions for products and services, access to exclusive offers, conditional purchasing, sales of regulated products (e.g., alcohol, pharmaceuticals) or regulated services (e.g., audio or video content subject to youth protection laws). These offerings are not to be considered from an isolated view but made together as a holistic overall offering to which access is provided to the different services and products via the user account. Access to this holistic overall offering is covered by a uniform contract between the customer and such e-merchant. If the e-merchant were required to distinguish per product respectively service, the nature of the e-merchant's holistic overall offering would completely change thereby violating the freedom to conduct a business.

Typically, when a user interacts with an online marketplace, it enters into a multi-layered contractual relationship governed by the Platform Usage Agreement which may include product curation, social commerce features, cross-vendor marketplace coordination, comprehensive customer service and warranty management. In this context, the EDPB's focus on the 'voluntariness' of consent is misplaced, as online marketplaces do not rely on consent for account creation; rather, the processing is justified under Article 6(1)(b) GDPR as necessary for the performance of the Platform Usage Agreement. In that regard, Article 6(1) GDPR lists six legal bases on equal footing and consent should not be considered a 'higher' basis compared to legitimate interest or contractual necessity. Moreover, if the service contract offered by an e-commerce company is valid under consumer law and contractual freedom, the legal basis of contractual necessity is equally valid. **We consider that the EDPB does not have the regulatory power to judge the lawfulness of a contractual offer and is not responsible for defining what constitutes unfair terms, unfair commercial practices or an unlawful business model.**

Lastly, the draft Recommendations raise some open questions. For instance we would welcome further clarification on paragraph 24. In particular, where an e-commerce company relies on Article 6(1)(b) as the legal basis for account creation, does this imply that the website must charge a fee to the user in order to substantiate that legal basis? In practice, most e-commerce websites, particularly those operated by intermediary platforms, allow users to create free accounts while providing all the functionalities described in paragraph 25. This paragraph seems to imply that e-commerce websites should impose fees in order to provide even basic services to users. Lastly, with regard to paragraph 29, it is common practice for e-commerce companies to organise events and invite their loyal customers. Assessing customer loyalty necessarily requires customers to hold an account through which their purchase volume can be identified.

In this context, the creation of an account should be considered capable of meeting the requirements of Article 6(1)(b).

### C. Section 3.3 – Legitimate interest under Article 6(1)(f) GDPR

**The draft Recommendations fail to consider that the legitimate interest of an e-commerce website to require a user accounts lies in the considerable organisational optimisations and cost savings made possible by their existence.** The assessment of legitimate interest is not merely a technical or opportunistic exercise, but must consider fundamental principles of EU law and strike a proportionate balance between users' right to data protection and the freedom to conduct a business.

The EDPB should clarify that user account creation can be based on legitimate interests as lawful basis for e-commerce websites that closely combine various offerings, many of which are not suitable for a guest mode (including due to legal requirements). The EDPB acknowledges that there are products/services that may require an online user account such as subscription-based services and access to exclusive offers. There are substantial legitimate interests of e-merchants for which consistent and unified customer experience and effective customer support is at the heart of their overall offering in providing (i) the holistic overall offering, (ii) consistent customer experience and (iii) effective customer support (including in relation to purchases from third party sellers). Guest mode would split up holistic overall offerings (some aspects would require a user account, some not), provide for an inconsistent customer experience (e.g., confusion how each product/service is provided by the e-merchant) and less effective customer service (compared to self-service options in an online user account, a lot more communication between customers and customer service would be required to support customers).

- **The necessity test**

EDPB's conclusion in the last sentence of paragraph 51 seems to imply that "necessity" Article 6(1)(b) GDPR is the same as in Article 6(1)(f) GDPR. However, these standards are distinct. The "necessity" standard under Article (1)(b) is interpreted strictly as that without which the contract cannot be performed. In contrast, Article 6(1)(f) applies to a much broader range of "legitimate interests", i.e. "necessity" must be measured against the specific purpose being pursued; a marketplace can have a necessary interest in maintaining a secure, authenticated user base that transcends the fulfilment of an individual purchase. Furthermore, as the personal data required to create an account (name, email and password) is less sensitive than the data needed to complete a purchase (full name, payment details, contact details, and delivery address), we believe that the necessity and balancing tests are likely to be met.

- **Other remarks**

**The Recommendations should explicitly recognise that data subjects' reasonable expectations require a fact- and evidence-based assessment.** The draft Recommendations correctly state that customers' reasonable expectations may vary, and that various contextual elements can affect the outcome of that assessment. It states that *"the fact that certain types of personal data are commonly processed in a given sector does not necessarily mean that data subjects can reasonably expect such situation"* (paragraph 54). The EDPB should recognise that if processing is common practice, and that this common practice is well-understood by consumers, that will make it more likely that they will reasonably expect the

processing. At present, the drafting of the Recommendations implies that when processing is common practice, that will have no impact at all on data subjects' reasonable expectations. Similarly, paragraphs 57 and 58 rely on the same assumption that the *"customers cannot reasonably expect their personal data to be processed for the purpose of [...] for a period far longer than the actual delivery time"*. However, customers can expect the processing of their personal data until the final settlement of their purchase, which can be correct delivery of the product, return of the product and reimbursement, or just reimbursement.

It would be helpful to clarify Example 6 in paragraph 54, which refers to a 'retailer's website' but does not mention e-commerce platforms. Should this be understood to mean that when a user browses or intends to purchase products from multiple e-merchants on the same platform, the creation of a user account can be expected?

Regarding concerns expressed in paragraph 67, it should be noted that customers remain free to delete their account at any time, without undue obstacles, where they do not wish their personal data to be processed beyond the completion of the products or services they have purchased. Therefore, the creation of an account and a user-friendly path for account deletion should meet the same purpose as a guest mode, i.e. this is also an "active choice for the data subject" as mentioned in paragraph 78.

Lastly, the Recommendations should recognise that when customers purchase and use software products and services, they often expect to benefit from certain services alongside that purchase, all of which are only possible to provide via a user account. These include: using their account for accessing, managing, and using prior purchases; retrieving access to software even if their device is lost, upgraded, or compromised; and receiving updates and patches in accordance with their rights to use their products.