

EN
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Answer given by Mr McGrath
on behalf of the European Commission
(15.12.2025)

The Commission is aware of the European citizens' initiative Stop killing Videogames.

EU consumer protection legislation does not set specific duration for the supply of digital content/service but requires traders to supply it in accordance with the contract and consumer's reasonable expectations.

Under Directive 2019/770/EU¹ the discontinuation of the digital content/service by the trader sooner than what was contractually agreed or what the consumer may reasonably expect would constitute lack of conformity with the contract. The trader can deviate from the objective requirements for conformity if it has specifically informed the consumer and the latter had expressly and separately accepted such deviation at the time of the conclusion of the contract. In the case of a lack of conformity, the consumer can terminate the contract causing the supplier's obligation to refund part of the price paid.

Modern video game distribution models typically require users to agree to the terms and conditions governing their licensed use. Although these terms may differ between vendors, the licenses acquired are not perpetual. Such licensing conditions are part of the contract between the provider and consumer.

¹ Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services, OJ L 136, 22.5.2019, p. 1-27.