The Rights and Wrongs of Online Competitive Behaviors—A Review of the "Interim Provisions Against Unfair Competition Online"

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On May 11, 2024, the State Administration for Market Supervision and Administration formally issued the *Interim Provisions against Unfair Competition on Internet* (hereinafter referred to as the ***Interim Provisions***), which officially came into force on September 1, 2024. As China's first legislation specifically targeting unfair competition in the Internet ecosystem, the Interim Provisions, on the basis of existing legislation, comprehensively and systematically regulate the evolving old problems as well as the emerging new problems of unfair competition on the Internet.

This article will briefly introduce the legislative lineage of the Interim Provisions and focus on analyzing three common competition law issues on the Internet, namely, unfair means of publicity, data crawling and use, and platform rules.

I. Overview of the New Regulation

The Interim Provisions against Unfair Competition on the Internet, a legislative mandate proposed after the revision of the Anti-Unfair Competition Law, aims to refine and supplement the legal rules on unfair competition in the Internet sector in order to respond to the challenges of new types of unfair competition in the era of the digital economy. This provision, which came into effect on September 1, 2024, clarifies the new manifestations of traditional unfair competition behaviors such as counterfeiting and confusion and false propaganda in the online environment, and enumerates new types of online unfair competition behaviors such as reverse swiping and illegal data acquisition, as well as strengthens the responsibility of platforms, optimizes the procedures for law enforcement and handling of cases, and clarifies the legal responsibilities, in order to promote the standardized and healthy development of China's digital economy.

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1. Legislative background and legislative process

In China, the legal framework for anti-unfair competition in the Internet sector mainly revolves around Article 12 of the Anti-Unfair Competition Law, which was amended in 2017 to specify for the first time the three categories of Internet unfair competition behaviors, including traffic hijacking, malicious interference and malicious incompatibility, and to establish a touting provision. However, in the face of increasingly complex and volatile commercial behavior, the current legal system appears to be overwhelmed in some cases, and often needs to rely on an underpinning provision to meet the endless challenges.

Research conducted by the NPC Standing Committee's Working Committee on Legal System shows that unfair competition in the Internet field has been evolving, with traditional problems such as false advertising and business defamation manifesting themselves in Internet applications, as well as the emergence of malignant competition behaviors such as big data kills, misuse of backend data, and monopolization of platforms, which take advantage of new technological means. In order to effectively respond to these challenges, it has become particularly urgent to update and adjust laws and regulations to ensure that they can adapt to the rapidly changing market environment and technological advances.

It is in this context that the Interim Provisions came into being, which carefully categorize and sort out the unfair competition behaviors on the Internet, and clearly define the constitutive elements of the behaviors and the identification criteria. The Provisions not only further refine the new manifestations of traditional unfair competition behaviors in the online environment, but also provide a clear response to new types of unfair competition behaviors, such as reverse swiping, malicious shielding, and improper access to data. More importantly, Article 22 of the Provisional Provisions reserves regulatory space for new types of unfair competition behaviors that may emerge in the future by setting up an underpinning provision, thus ensuring that the law is forward-looking and adaptable.

2. Relationship between the Interim Provisions and the Anti-Unfair Competition Law

The Interim Provisions are special regulations formulated under the framework of the A*nti-Unfair Competition Law* to meet the development needs of the network era. The relationship between the Interim Provisions and the Anti-Unfair Competition Law is mainly reflected in the following three aspects.

First, the Interim Provisions restate and strengthen the principles and provisions of the Anti-Unfair Competition Law. The Interim Provisions follow the basic principles and provisions of the Anti-Unfair Competition Law and ensure consistency and harmonization with the superior law. It reaffirms the rules of unfair competition in the cyber domain, i.e., voluntariness, equality, fairness and good faith. Further, it strengthens and refines the provisions on traffic hijacking, malicious interference, malicious incompatibility and other unfair behaviors already in the Anti-Unfair Competition Law.

Secondly, the Interim Provisions refine some of the principle provisions of the Anti-Unfair Competition Law. In particular, the Interim Provisions provide clearer guidance on the determination of unfair competition on the Internet. For example, while Article 12 of the Anti-Unfair Competition Law refers to acts of unfair competition using technical means, the Provisions further clarify new types of online unfair competition such as data scraping, algorithmic discrimination and platform monopolization, so that they are no longer dependent on the principle provisions of Article 12 of the Anti-Unfair Competition Law.

Finally, the Interim Provisions supplement and strengthen the legal liability for online unfair competition behavior on the basis of the Anti-Unfair Competition Law. It not only clarifies the rules on confiscation of illegal proceeds, but also sets specific penalties in accordance with the characteristics of online unfair competition behavior. For example, Articles 37 to 39 of the Interim Provisions specify the penalties for violation of network unfair competition. At the same time, the Interim Provisions also create an expert observer system to improve the ability to investigate and handle new and difficult cases.

3. Relationship between the Temporary Provisions and the Antimonopoly Act

Some provisions of the Interim Provisions also articulate the Anti-Monopoly Law. Article 40 of the Interim Provisions clearly states that if an operator uses the network to exclude or restrict competition, which constitutes monopolistic behavior, it will be dealt with in accordance with the Anti-Monopoly Law. This indicates that the Interim Provisions, while regulating unfair competition in the network, also take into account the interface with the Anti-Monopoly Law, ensuring that competitive behavior in the network area not only complies with the rules against unfair competition, but also meets the legal requirements of anti-monopoly.

In addition, in clarifying the constitutive elements and determining factors of unfair competition in the network, the Interim Provisions list a number of behaviors that may touch on the Antimonopoly Law at the same time, such as limited trading and differential treatment using technical means. These acts may constitute both unfair competition and monopoly under specific conditions. Therefore, the Interim Provisions and the Antimonopoly Law complement and synergize with each other in regulating network competition behaviors, and together they provide legal safeguards for the maintenance of fair competition in the network market.

4. Key elements of the Interim Provisions

The core purpose of the Interim Provisions is to safeguard fair competition in the market, stimulate innovation, safeguard the legitimate rights and interests of operators and consumers, and promote the orderly and healthy development of the digital economy. The Provisions cover the regulation of a wide range of online unfair competition behaviors, mainly including:

(1) **Regulation of Unfair Promotional Behavior**: The Interim Provisions strictly prohibit operators from misleading, deceiving or forcing users to change, turn off or uninstall network products or services lawfully provided by other operators through technical means. This provision safeguards the user's right to make independent choices and the right to be fully informed, and ensures that user decisions in cyberspace are not unduly influenced.

(2) **Definition and prohibition of free-riding behavior**: The Interim Provisions specify counterfeiting and confusing behavior by prohibiting operators from unauthorized use of other people's influential domain names, website names, webpage designs, etc., as well as the use of other people's commercial logos as search keywords, so as to prevent confusing behavior through the Internet and protect consumers and operators from being misled.

(3) **Regulation of Abuse of Market Dominance**: The Interim Provisions particularly emphasize the duties of platform operators, and prohibit platform operators with market dominance from using technological means, abusing resources such as data, traffic and management rules without justifiable reasons, and impeding the normal operation of other operators' online products or services.

In the following discussion, we will analyze in depth how to conduct business promotion legally, how to regulate the acquisition and use of data, and how to define the compliance management responsibilities of platforms to ensure the fairness and transparency of the online market.

II. Improper publicity and promotion

The Interim Provisions regulate improper and misleading publicity and promotion behaviors in light of the unique behavioral characteristics of the Internet, and these norms are a useful supplement to and development of the Advertising Law and the Interim Measures for the Administration of Internet Advertising. The Interim Provisions explicitly prohibit the use of technical means to mislead users, such as commercial promotion by means of false transactions, false rankings, fictitious data, etc., as well as damage to competitors' business reputation or commodity reputation by means of malicious evaluation and dissemination of false information.

1. Cheating publicity and promotion on the Internet

Legitimate commercial publicity should abide by the principles of truthfulness and completeness and provide consumers with accurate information about goods or services. In contrast, misleading means of publicity refers to operators who, through the release of inaccurate information or other inappropriate ways, deceive or mislead consumers, thereby infringing upon the legitimate rights and interests of consumers.

False or misleading commercial advertising can take a variety of forms. Traditionally, this may include over-exaggerating the effects of a product, using prohibited terms and so on. In the Internet space, however, false promotional content often spreads rapidly through channels such as social media and short video platforms, and its speed of dissemination is remarkable. Common false propaganda tactics based on Internet features include swiping orders, brushing volume, fabricating data, and manipulating user reviews. Enterprises may quickly create the illusion that their products or services are popular by means of swiping orders, brushing positive reviews, and fabricating user data. In addition, by manipulating the display order of user reviews, screening and hiding negative reviews, and other tactics, companies may artificially enhance the reputation of their products. These behaviors not only seriously violate consumers' right to know, but also cause damage to the fair competition environment in the market.

The Interim Provisions were introduced precisely to curb these improper behaviors, protect consumer rights and interests, and maintain the integrity and order of the online market.

2. Supplementation and development of the Interim Provisions in comparison with the existing norms

On the basis of the Advertising Law and the Measures for the Administration of Internet Advertisements, the Interim Provisions have carried out more detailed regulation and development of publicity and promotion behaviors in the online environment, which are mainly reflected in:

(1) Refinement of unfair competition behaviors on the Internet: The Interim Provisions clearly define the behaviors of counterfeiting and confusion and cheating publicity unique to the Internet (e.g., false transactions, fictitious transaction amounts, fabricated user evaluations, etc.), and establish an underpinning clause to deal with new issues that may arise in the future.

(2) Reinforcing the responsibility of platforms: The Interim Provisions particularly emphasize the responsibility of platform operators, requiring them to strengthen the regulation and management of unfair competition within their platforms, and that they strengthen the regulation and management of competition within their platforms, and take necessary measures in a timely manner to produce false propaganda; meanwhile, for the first time, the Interim Provisions propose to regulate the misuse of data algorithms and other behaviors.

(3) Responding to new changes in online unfair competition: The Interim Provisions add corresponding legal regulations to address new issues arising in the online environment, such as unauthorized use of other people's influential online logos, and cheating publicity by means of single-serving, volume-skimming, false hot searches, and hot reviews, among others.

(4) Maintaining fair competition in the market: The Interim Provisions explicitly regulate traffic hijacking, interference, malicious incompatibility and other behaviors using technical means, which are not covered in the Advertising Law and the Measures for the Administration of Internet Advertising.

3. Distinguish between legitimate publicity and promotion and cheating publicity

The Provisional Regulations prohibit swiping, brushing and false evaluations, but do not prohibit data and evaluations based on real user experiences. For example, merchants can also encourage users to download software and use services to create real downloads and transactions, and encourage users to try free trials and share their experiences to get real user reviews. However, in the relevant publicity and promotion, should be avoided, “look at the picture to speak”, “positive feedback cashback” and other terms to guide the user false transactions, false evaluation.

III. Regulation of data crawling and utilization

The Interim Provisions develop existing legislation in respect of data crawling and use, reflecting norms and guidance on the behavior of data utilization in the era of digital economy. The Interim Provisions clarify the behavioral boundaries of operators in the acquisition and use of data using network technology, strengthen data compliance requirements, and in particular set clear prohibitions on the unauthorized illegal acquisition and use of other operators' data. These provisions not only concretize the principles of the existing Anti-Unfair Competition Law on the use of data, but also put forward new norms for data crawling behaviors in the Internet environment, providing clearer legal guidelines for the legal and compliant use of data.

1. Definition of the concept of the right to use data in the Interim Provisions

Data, as a core resource of the digital economy, and its lawful and compliant use is crucial to ensuring fairness and reasonableness of market competition. Enterprises capture public or semi-public webpage data through technical means for the purpose of analyzing user behavior, optimizing services, conducting precision marketing, or even developing new business models, and such data capture behavior has been widely adopted due to the simplicity of its technical implementation.

However, in judicial practice, the courts usually regulate unauthorized data scraping based on the basic principles of the Anti-Unfair Competition Law, and although Article 12 of the Anti-Unfair Competition Law deals with unfair competition in the Internet environment, it does not provide an exhaustive typology of such acts. For the first time, the Interim Provisions explicitly regulate data scraping and related unfair competition behavior. The Interim Provisions state that operators shall not utilize technical means to illegally obtain or use data lawfully held by other operators in order to impede or disrupt the normal operation of network products or services lawfully provided by other operators, thereby disrupting the order of fair competition in the market.

It is worth noting that although the Interim Provisions set strict restrictions on data capture behavior, this does not mean that all data capture behavior is considered illegal. The introduction of the Interim Provisions is aimed at clarifying the legal boundaries of network competition behavior, providing clear behavioral expectations for all types of business entities, and promoting the standardized and healthy development of the digital economy.

2. Elements for determining whether data crawling constitutes unfair competition

According to the Interim Provisions, to assess whether data crawling constitutes unfair competition, the following elements need to be considered comprehensively:

(1) Nature and source of data: If the data crawled is public information and does not violate the website's terms of service or the crawler agreement in the robots.txt file, it is usually considered legal behavior. However, if it is illegal to obtain unpublished or sensitive data, such as personal privacy information or commercial secrets, such behavior constitutes a violation of the law.

(2) Legitimacy of technical means: Whether the technical means used for data crawling is reasonable and whether it breaks through the security protection or access restrictions of the website is the key to judgment. For example, the use of “violent” cracking, frequent requests and other technical means to forcibly capture data is likely to be recognized as illegal.

(3) Legitimacy of commercial purpose: The purpose of data crawling also affects legal assessment. If the data is used for academic research, education or other public interests, and in accordance with the principle of lawful and reasonable use, it is generally not regarded as unfair competition. However, if the purpose of data capture is for commercial competition, in particular with the intention of harming competitors or improperly obtaining a market advantage, and in particular if it is a substantial substitute for the services provided by the original data holder on the basis of the data, such behavior shall be subject to the law.

The introduction of the Interim Provisions provides a clear legal framework for data scraping, ensuring the legality and compliance of data use while maintaining a level playing field in cyberspace.

3. Compliance recommendations on the right to use data

In the current digital economic environment, the value of data is increasing day by day, and enterprises should give full consideration to legality and compliance when utilizing data resources. Compliant data capture should respect the legitimate rights and interests of data holders as well as avoid touching the legal bottom line of market competition.

(1) In terms of the nature of the data, consideration can be given to capturing the original data rather than directly using the derivative data obtained from others' processing;

(2) In terms of technical means, enterprises should avoid bypassing the technical protection of the platform through illegal means;

(3) Even if the object of data capture is public data, the frequency and scale of capture should be controlled within a reasonable range to avoid causing operational burden to the target platform;

(4) The purpose of use after data scraping should be able to create value for the Internet ecosystem, rather than simply replacing the services of the original data holder; and

(5) It should not infringe upon the rights and interests related to the data, such as copyright and personal information rights.

IV. Competitive boundaries of platform operators

While platform operators definitely have a duty to maintain the ecological health of their platforms, abuse of that power may constitute unfair competition behavior. It is one of the highlights of the Interim Provisions to constrain platform operators and to clarify the nature of several competitive behaviors they engage in.

The Interim Provisions focus on regulating: platform malicious incompatibility, platform second choice and platform Self-preferential treatment.

(i) Malicious incompatible acts of the Platform

1. Definition of malicious platform incompatibility and legitimate incompatibility

Ensuring compatibility between products and services is not a new topic in the global landscape. For example, the European Union's Digital Marketplace Act, which will be introduced in 2022, emphasizes the importance of “interoperability” and puts forward clear interoperability requirements for gatekeeper companies in the market. In China, Article 12 of the current Anti-Unfair Competition Law also explicitly prohibits the behavior of “malicious incompatibility”, which refers to operators who, through technical means, intentionally create incompatibility with network products or services legally provided by other operators, in order to influence users' choices or otherwise engage in unfair competition.

The Interim Provisions have been further refined on the basis of the Anti-Unfair Competition Law to clarify the specific manifestations of malicious incompatible behavior. In particular, for platform operators that have established their own ecosystems and naturally have a dominant position in their ecosystems, they tend to continuously maintain and strengthen their platform advantages. From the perspective of users, due to the different rules and operational settings that may exist between different ecosystems, users may encounter obstacles when switching products and services between different platforms, and this design inconvenience may sometimes cause users to feel inconvenienced or even give up switching, which is one of the typical manifestations of malicious incompatible behavior.

The key to defining malicious incompatibility and legitimate incompatibility is to assess the subjective intent and objective consequences of the act. Legitimate incompatibilities usually include:

(1) Protection of legitimate competitive interests: If an incompatibility is intended to safeguard one's legitimate interests, such as intellectual property rights or trade secrets, and is in line with the principle of good faith and generally recognized business ethics, then such incompatibility may not be regarded as malicious.

(2) Technical and security considerations: Incompatibility measures taken for technical and security needs, such as protecting user privacy or network security, are usually considered reasonable.

(3) Autonomous market regulation: In a market economy, operators have the right to decide on

their own whether their products and services are compatible with those of other operators based on cost and revenue considerations.

The introduction of the Interim Provisions provides clearer guidance on identifying and dealing with malicious incompatibility behavior, and helps promote fair competition in the market and the protection of consumer interests.

2. Constitutive elements of the platform's malicious incompatible behavior

In the context of the Interim Provisions, there is no high requirement related to mutual compatibility, but more of a prohibition of malicious incompatible behavior between different ecosystems, and this kind of unfair competition not only includes the fact of objectively affecting the normal operation of the products or services of other operators, but also needs to take into account the subjective "know" or "should know" malice. "Should have known" malicious intent. Specifically, it includes:

(1) Whether the operator knew or should have known that the incompatible behavior would impede or destroy the normal operation of the network products or services legally provided by other operators;

(2) Whether the incompatible behavior affects the normal operation of network products or services lawfully provided by other operators, and whether it affects the open sharing of network ecology;

(3) Whether the incompatible behavior is directed at specific targets and violates the principles of fairness, reasonableness and non-discrimination;

(4) The impact of the incompatible behavior on the legitimate rights and interests of consumers, third-party operators using the network products or services, and the public interest;

(5) Whether the incompatible behavior is in line with industry practices, industry norms and self-regulatory conventions;

(6) Whether the incompatible behavior leads to an unreasonable increase in the cost of network products or services legally provided by other operators;

(7) Whether there are justifiable reasons.

(ii) "Either/or" behavior of the Platform

1. Definition of the concept of "second-choice" behavior

The concept of "second-choice" behavior refers to the behavior of an operator who, through various improper technical "interference" means, forces other operators to conduct transactions only with that operator. According to Article 15 of the Anti-Monopoly Committee of the State Council's Anti-Monopoly Guidelines in the Field of Platform Economy, an operator in the field of platform economy with a dominant position in the market requiring operators in the platform to carry out "two choices" belongs to a kind of restrictive trading behavior. Meanwhile, Article 35 of the E-Commerce Law also has similar provisions, which stipulates that e-commerce platform operators shall not utilize service agreements, transaction rules and technology to unreasonably restrict the transactions between operators on the platform and other operators.

The above restrictions on the "two choices" behavior have their own premise of application, in the context of antitrust, the main regulation is "with a dominant position in the market" in the platform economic field of the restriction of the transaction behavior of the operator, while the e-commerce law is mainly for e-commerce platforms. The e-commerce law mainly focuses on e-commerce platform operators. Prior to the Interim Provisions, the restrictive trading behavior involving "two choices" between platforms was mainly regulated by the underpinning provision of Article 12(2)(4) of the Anti-Unfair Competition Law.

2. Provisions of the Provisional Regulations on conduct that restricts competition

Articles 18 and 20 of the Interim Provisions prohibit behaviors that take advantage of a dominant position and impede competition:

(1) Article 18 (Behaviors of general operators that impede competition), including: (A) using technical means to interfere with normal transactions between other operators by influencing user selection, limiting traffic, blocking, downgrading search, and taking down products; and (B) restricting the objects of transactions, sales areas or time, and participation in promotional and publicity activities, etc., so as to influence the choice of business of other operators;

(2) Article 24 (Conduct of platform operators that hinders competition), including: (A) forcing operators within the platform to enter into exclusivity agreements; (B) placing unreasonable restrictions on the price, target of sale, sales area or time of sale of commodities; (C) placing unreasonable restrictions such as withholding deposits, cutting subsidies, preferences and traffic resources; and (D) utilizing service agreements and trading rules to impose other unreasonable restrictions or limitations on transactions of operators within the platform. (D) Using service agreements and transaction rules to impose other unreasonable restrictions or attach unreasonable conditions to the transactions of operators within the platform.

3. Development and supplementation of the Interim Provisions on the regulation of "either-or" behavior

The Interim Provisions against Unfair Competition on the Internet mainly prohibit "either-or" behavior in Article 24, which explicitly prohibits platform operators from "compelling operators within the platform to enter into exclusivity agreements". This provision is of great significance in maintaining a fair competitive market environment.

It is worth noting that the Anti-Unfair Competition Law (Draft Revision for Public Opinion), which was released in 2022, contains similar content to Articles 18 and 24 of the Provisional Provisions, but its scope of application is limited to operators “with a relatively advantageous position”. In contrast, Article 23 of the Provisional Provisions, although also targeting platform operators, applies to platform operators that “have a competitive advantage”. Article 24, on the other hand, does not explicitly qualify “having a competitive advantage” or “having a comparative advantage”, possibly because it may apply to all platform operators in view of their inherent dominant position in the ecosystem.

The restraints on “either-or” behavior in the Interim Provisions are a summary and consolidation of similar behavior found in judicial practice and administrative penalties. For example, in the Penalty Decision No. 3 of the State Market Supervision Department [2021], the General Administration of Market Supervision found that the measures taken by Vipshop against brand operators selling on multiple platforms, such as “restricting flow, blocking, and removing products from the shelves”, restricted the consumer attention, traffic and trading opportunities of the brand operators, and constituted unfair competition. In the case of Meituan's “either-or” policy, the court also found that Meituan's takeaways restricted the sales channels of brand operators by “canceling preferential activities, blocking store information, and reducing subsidized orders for activities”, which also constituted unfair competition.

(iii) Self-preferential treatment of the Platform

1. Definition of the concept of platform Self-preferential treatment

Platform Self-preferential treatment refers to operators with the dual status of platform operator and operator, taking advantage of their dominant position in the market, giving priority to the promotion of their own products or services on their own platforms by means of “manipulating algorithms and allocating traffic”, or optimizing their own product decision-making by means of the transaction data of all the merchants held by the platforms, so as to make their products stand out on the platforms. The platform can optimize the decision-making process of its own products through the transaction data of all merchants in its possession, thus enabling its products to stand out on the platform. Google, for example, has been investigated by the European Commission for manipulating its search algorithms to lower the ranking of relevant search results of competitors.

2. Development and supplementation of the Interim Provisions in the regulation of Self-preferential treatment on platforms

Article 23 of the Interim Provisions requires that platform operators with competitive advantages shall not, without justifiable reasons, utilize technical means, abuse information advantages such as backend transaction data, traffic flow and other management rules to obstruct or disrupt the normal operation of network products or services legally provided by other operators by blocking third-party business information, improperly interfering with the order of display of products, etc., and disrupting the order of fair competition in the market. Paragraph 2 of Article 22 of the Antimonopoly Law has a principle provision that “an operator with a dominant market position shall not make use of data and algorithms, technology and platform rules to engage in acts of abusing a dominant market position as stipulated in the preceding paragraph”, but it does not explicitly recognize Self-preferential treatment as “abusing a dominant market position”. The Interim Provisions, in contrast, do not explicitly recognize Self-preferential treatment as “abuse of market dominance”.

In contrast, Article 23 of the Interim Provisions mainly applies to platform operators with competitive advantages, but does not explicitly recognize “platform operators with competitive advantages” for the time being; in addition, Article 47 of the Exposure Draft of the Anti-Unfair Competition Law (2022) defines a similar concept of “relative dominance”, and considers that Self-preferential treatment is “abuse of a dominant position in the market”. In addition, Article 47 of the Draft Anti-Unfair Competition Law (2022) defines a similar concept of “relative advantageous position”, which is considered to include an operator's advantages in terms of technology, capital, number of users, industry influence, etc., as well as the reliance of other operators on the operator in the transaction, etc. This concept may be taken as reference to interpret the term “having a competitive advantage”.

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