https://doi.org/10.22364/iscflul.8.2.37

Dominik Lubasz, *Dr., attorney-at-law*
Lubasz and Partner Law Office, Poland

Zanda Davida, *Mg. iur., Ph.D. Student, Lecturer*
University of Latvia, Latvia
Turiba University, Latvia

CONSUMER PERSONAL DATA AS A PAYMENT – IMPLEMENTATION OF DIGITAL CONTENT DIRECTIVE IN POLAND AND LATVIA

Keywords: Directive 2019/770, consumer, contract law, digital content, digital service, data protection law

Summary

The new Digital Content Directive is seen as an important step in adapting European private law to the requirements of the digital economy. However, the Directive gives the Member States a wide margin of discretion in determining many important legal aspects, for example, the Directive leaves contract typology to the competence of Member States. This has led to considerably varied legislative choices of Member States. Business models where consumers' data are used as payment are available in different forms in a considerable part of the market, but to this moment it does not have a specific regulatory framework. Consumer data as remuneration is a challenge to many national legal systems because it establishes a new legal phenomenon in those countries, Latvia and Poland among them. Therefore, this article deals with the implementation of the Digital Content Directive into the national law of Latvia and Poland limiting it to cases where the consumers do not pay the price but provide personal data to the trader. The paper aims to evaluate the implementation provisions and to identify potential gaps in the regulation of the analysed area, and finally, assess whether the goals of the Digital Content Directive are achievable. The research results of the paper reflect the current legal situation in Latvia and Poland, compare the planned strategies for the implementation of the Directive in both countries, and finally, provide some concluding remarks.

Introduction

In recent decades, the Internet and the development of digital technologies have led to the appearance of new digital products. New business models have emerged, in which digital content or digital services are also provided where the consumers do not pay a price but instead provide personal data to the traders. Such business models are used in different forms in a considerable part of the market. For example, a consumer can play the *Google Play*'s app game "My Talking Tom 2" for free if he or she agrees to share the data with *Facebook*, *Google*, *Snapchat*, and numerous other AdTech companies to serve targeted ads.[1]

Hoofnagle and Whittington refer to Chris Anderson's book "Free: The Future of a Radical Price", arguing that in the digital world, free pricing is an inevitable and normatively acceptable approach to pricing internet services.[2] Free has become the default price of internet service.[3] Personal data is commercially valuable, because it can be used to better understand consumer interests and patterns of behaviour, and it can lead consumers into a position of vulnerability. Hence, it was not a surprise that the Digital Content Directive does not only apply to digital content or digital services provided in exchange for the payment of a price in money, but also to situations where the consumer provides or undertakes to provide the trader with personal data with two exceptions: 1) where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content or digital service following Digital Content Directive, and the trader does not process those data for any other purpose or 2) for allowing the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose. The Directive fully recognises that the protection of personal data is a fundamental right and that therefore personal data cannot be considered as a commodity. Despite this, Directive ensures that consumers are, in the context of such business models, entitled to contractual remedies.[4]

Notwithstanding the fact that for the last two decades such business models have been very common in practice, the legal scientific reports about

---

1 Norwegian Consumer Council. Report: Out of Control. Available: https://fil.forbrukerradet.no/wp-content/uploads/2020/01/2020-01-14-out-of-control-final-version.pdf [viewed 26.10.2021.], pp. 76–78.

2 Hoofnagle Ch. J., Whittington J. Free: Accounting for the Costs of the Internet's Most Popular Price. UCLA Law Review, 2014, 607, p. 608; Anderson Ch. Free: The Future of a Radical Price. First Edition. New York: Hyperion, 2009.

3 Hoofnagle Ch. J., Whittington J. Free: Accounting for the Costs of the Internet's Most Popular Price. UCLA Law Review, 2014, 607, p. 670.

4 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. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32019L0770 [viewed 26.10.2021.], Recital 24.

EU countries[5] show that consumer data as remuneration is a challenge to many national legal systems because it establishes a new legal phenomenon in those countries, Latvia and Poland is amongst these countries. The authors of the paper analyse and compare the implementation of the Digital Content Directive and its effects in the field of contract and data protection law in Poland and Latvia, in cases where the consumer does not pay the price but instead provides personal data to the trader. The paper aims to evaluate the implementation provisions and to identify potential gaps in the regulation in the analysed area, and finally, assess whether the goals of the Digital Content Directive are achievable. The research results of the paper reflect the current legal situation in Latvia and Poland, compare the planned strategies for the implementation of the Directive in both countries and, finally, the authors provide some concluding remarks.

1. Transposition of the Digital Content Directive into Polish and Latvian legal systems

The Digital Content Directive was adopted in 2019 to ensure better access for consumers to digital content and digital services and make it easier for businesses to supply digital content and digital services. This Directive tries to strike the right balance between achieving a high level of consumer protection and promoting the competitiveness of enterprises. The transposition term of the Digital Content Directive is set on 1 July 2021, but still many Members States have not fully transposed it. At present, both Poland and Latvia have drafted legal acts, the Latvian one is already submitted to the Parliament, while the Polish draft law is still at the pre-parliamentary stage, at the phase of inter-ministerial opinion.[6]

1.1. A brief overview of the Digital Content Directive from the consumer personal data as payment point of view

As already indicated, the Digital Content Directive has explicitly allowed business models in which payment for the supply of digital content is made through the supply of personal data and this is not a situation in which the data are necessary for the supply of digital content or the provision of service but are equivalent to that service and, as a consequence, the personal data are used not for the performance of the contract but other purposes of the trader, e.g., its marketing purposes. The European legislator has chosen the idea formulated by Norbert Reich and Hans W. Micklitz to separate the regulation of digital content contracts

[5] For example, Loos M. B. M. The (Proposed) Transposition of The Digital Content Directive in The Netherlands. JIPITEC, 2021, 12, 229 para 1.

[6] Draft act on the amendment of the Act on Consumer Rights and the Civil Code (Projekt ustawy o zmianie ustawy o prawach konsumenta oraz ustawy – Kodeks cywilny). Available: https://legislacja.rcl.gov.pl/projekt/12341810/katalog/12752756#12752756 [viewed 07.11.2021.].

from the classic consumer sale regulation – the Consumer Sales Directive 99/44,[7] which will soon be repealed by the new Consumer Sales Directive.[8] Legal scholars justify the need for a separate EU directive in the consumer *acquis* with the hybrid nature of digital content contracts.[9]

The Proposal of the Digital Content Directive was the result of a high level of uncertainty surrounding the rights and remedies of digital consumers.[10] Consumers who pay for the supply of digital content with personal data were already entitled to some protection under the Unfair Commercial Practices Directive,[11] Consumer Rights Directive[12] and Unfair Contract Terms Directive[13] because their legal protection and EU consumer policy are based on the consumer concept, according to which "consumer" denotes any natural person who is acting for a purpose that is outside his trade, business, craft, or profession.[14] This means that consumer *acquis* generally applies also to consumers who are using their data as a remuneration for the supply of digital content by traders. Despite this, the Digital Content Directive is novel and important for the development of new trends in EU consumer protection and contract law. The Directive for the first time in the EU consumer *acquis* determines and provides specific regulation for the contracts in which the consumer provides his or her data to the trader as remuneration for the supply of digital content.

---

[7] Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:31999L0044 [viewed 26.10.2021.].

[8] Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2019.136.01.0028.01.ENG&toc=OJ:L:2019:136:TOC [viewed 26.10.2021.].

[9] Micklitz H.-W., Reich N. Sale of Consumer Goods. In: Micklitz H.-W., Reich N., Rott P. EU consumer law, 2nd ed. Antwerpen; Portland, Oregon: Intersentia, 2014, p. 97.

[10] Narciso M. "Gratuitous" Digital Content Contracts in EU Consumer Law. EuCML, 2017, Issue 5, p. 198.

[11] 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"). Available in English: https://eur-lex.europa.eu/legal-content/en/ALL/?uri=CELEX%3A32005L0029 [viewed 26.10.2021.].

[12] 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. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32011L0083 [viewed 26.10.2021.], Recital 19.

[13] Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A31993L0013 [viewed 26.10.2021.].

[14] Howells G., Twigg-Flesner Ch., Wilhelmsson T. Rethinking EU Consumer Law. London: Routledge, 2018, p. 26.

1.2. Legislative choices of Poland and Latvia

The legislative choices of EU countries vary considerably even within the civil law countries, including transposing the digital content provisions in the general part of contract law (Germany, Lithuania, Estonia), in the special part following the rules of sales contract (Netherlands) or even developing a separate act outside the civil code that integrates consumer contract law norms both on digital content as well as consumer sales (Austria, Poland,[15] Latvia). Interestingly, Poland and Latvia have followed a similar legislative choice, which makes the discussion of this article more nuanced and practically more valuable to legal scholars of both countries and implementers of the Directive.

The Digital Content Directive's provisions regarding the consumer data as remuneration will be transposed in Latvian law in the Consumer Rights Protection Law[16], but in Polish law in the Act on Consumer Rights.[17] As can be seen, both Latvia and Poland have chosen a *sui generis* regulation approach.

The amendment made to the Polish Civil Code[18] is aimed only at returning to the de-codification of regulation of consumer statutory warranty and guarantee, now also introduced into the Act on Consumer Rights.[19] By the way, it is worth noting that the implementation of the Omnibus Directive[20] in Poland is also planned through amendments to, *inter alia*, the Act on Consumer Rights, and so far, no thought has been given to their systemic coherence in the drafts prepared.

According to recital 16 of the Digital Content Directive, Member States are free to extend the application of the rules of the Directive to contracts that are excluded from the scope of the Directive, for example, to natural or legal persons that are not consumers within the meaning of the Directive. According to Article 3 (1) of the Digital Content Directive, the Directive applies only if a trader provides or undertakes to provide digital content to a consumer. A consumer is "any natural person who, in relation to contracts covered by this Directive, is acting for purposes which are outside that person's trade, business, craft, or profession".

Business to consumer (B2C) contracts where digital content or digital services are supplied for personal data as counter-performance will be regulated by *sui generis* regulation (in Latvia with the Consumer Rights Protection Law and Poland with the Act on Consumer Rights), but the same type *business to business* (B2B)

---

15 Sein K., Ebers M. Editorial. JIPITEC, 2021, 12, 94 para 1, p. 3.

16 Consumer Rights Protection Law of the Republic of Latvia. Available in English: https://likumi.lv/ta/en/en/id/23309-consumer-rights-protection-law [viewed 26.10.2021.].

17 O.J. 2020, No. 287 with further changes.

18 O.J. 2020, No. 1740 with further changes.

19 Namysłowska M., Jabłonowska A., Wiaderek F. Implementation of Digital Content Directive in Poland: A fast ride on a tandem bike against the traffic, JIPITEC 2021 Issue 1, p. 241.

20 Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules. Available in English: https://eur-lex.europa.eu/eli/dir/2019/2161/oj [viewed 26.10.2021.].

or *consumer to consumer* (C2C) contracts – by the general contract law (Polish Civil Code and Latvian Civil Law). That means that Latvia and Poland will have different legal regulations depending on the subject. However, this choice is still open to discussion: do Poland or/and Latvia need special provisions about data as remuneration concerning contract law generally or only to contract law for B2C? In the authors' view, this issue should be discussed in depth, as shared regulation creates uncertainty and inequality (see more in the next section of this article).

2. Relationship with contract law

Likewise, the Digital Content Directive should not determine the legal nature of contracts for the supply of digital content or a digital service, and the question of whether such contracts constitute, for instance, a sales, service, rental, or *sui generis* contract, should be left to national law.[21] Consequently, the Directive covers almost any type of contract for the supply of digital content and digital services to consumers.

In Latvia, contracts where digital content or digital services are supplied for personal data as counter-performance cannot be qualified as purchase contracts (also alienation contracts) by Civil Law of the Republic of Latvia for two reasons: 1) digital content or digital services is not recognized as an object whose ownership can be transferred to another person; 2) the purchase price must be expressed in money, not in data. These are mandatory requirements of Civil Law. At the same time, the Consumer Rights Protection Law does not provide an answer, but only explains:

> *Provisions of this Law that regulate the provision of a service shall be applied to digital content which is not supplied in a tangible medium unless it is otherwise provided for in the norms governing consumer rights protection.*

Accordingly, the services provisions of the Consumer Rights Protection Law apply to the contract of digital content, but this does not mean that this contract can be considered as a contract for the purchase of goods or services.[22]

Therefore, the Consumer Rights Protection Law applies to the contracts which have as their object digital content and consumer data as remuneration. In the cases where the Consumer Rights Protection Law cannot be applied to a digital content contract (for example, to the contractual relations, especially validity of a contract, concluding and consequences unless otherwise provided

[21] 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. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32019L0770 [viewed 26.10.2021.], Recital 12.

[22] Karklins J. Understanding the Object of Purchase Agreement in the Light of the New Consumer Sales Directives. Collection of research papers of the 79th International Scientific Conference of the University of Latvia. Riga: University of Latvia Press, 2021, p. 17.

for in the Consumer Rights Protection Law)[23] they are currently subject only to the general rules of contract law.

Consequently, two problems emerge in the Latvian legal system: 1) as a digital content institute is a novel in the Latvian legal system, the currently proposed draft law does not eliminate the incompatibility of this institute with the Latvian civil law system; 2) the contracts which are concluded by subjects – B2B or C2C are out of the regulation of the Consumer Rights Protection Law, which include their exclusion from specific regulation of the digital content institute.

In the Polish draft act implementing Digital Content Directive, the legislator decided to introduce a definition of the contract for the supply of digital content[24]. The definition indicates the parties' main obligations thus determining *essentialia negotii* of the contracts concerned, which merely explains the statutory terms, but not the legal nature of the contract itself[25]. From the perspective of payment with personal data as a counter-performance, the definition of this contract has important elements. Firstly, it only covers B2C relationships, and secondly, it directly defines the provision of data as an alternative counter-performance to price payment. The adoption of such a solution, however, does not result in legal clarity and some important problems remain unnoticed by the legislator. The explanatory memorandum of the Polish draft also does not acknowledge the analysed issue of payment with personal data and the relationship of the implemented Digital Content Directive to the General Data Protection Regulation and the E-privacy Directive and the consequences in the area of contract law in cases of data payments, particularly in the case of withdrawal of the consent for data processing or exercising consumer rights to withdraw from the contract[26].

Generally, it should be assumed, this has been left to the general provisions on contracts in the Polish Civil Code, but it does not address all the questions. There is also no clarity as to what happens when the consumer withdraws from the contract, regardless of the mode (i.e., during the cooling off period or in the event of a defect). How does such a withdrawal affect the existence of autonomous legal basis for data processing, especially since the service rendered by giving consent to data processing is not a service that can be returned by the trader?

There also remains the issues of the trader's use of the data in the period between giving consent as an element of remuneration and the withdrawal from

---

[23] Consumer Rights Protection Law of the Republic of Latvia. Available in English: https://likumi.lv/ta/en/en/id/23309-consumer-rights-protection-law [viewed 26.10.2021.], Section 2.[1] (2).

[24] Art. 1 (3) (a) of the draft act on the amendment of the Act on consumer rights and the Civil Code (Projekt ustawy o zmianie ustawy o prawach konsumenta oraz ustawy – Kodeks cywilny). Available: https://legislacja.rcl.gov.pl/projekt/12341810/katalog/12752756#12752756 [viewed 07.11.2021.].

[25] Namysłowska M., Jabłonowska A., Wiaderek F. Implementation of Digital Content Directive in Poland: A fast ride on a tandem bike against the traffic, JIPITEC 2021 Issue 1, p. 241

[26] The explanatory memorandum of the draft act on the amendment of the Act on consumer rights and the Civil Code (Projekt ustawy o zmianie ustawy o prawach konsumenta oraz ustawy – Kodeks cywilny). Available: https://legislacja.rcl.gov.pl/projekt/12341810/katalog/12752756#12752756 [viewed 07.11.2021.].

the contract by the consumer and possible settlement of the benefit thus obtained or consumed.

3. Relationship with data protection law

The concept of payment with personal data has important implications given the complex intertwining of the General Data Protection Regulation.[27] It is explicitly resolved in Recital 37 that Digital Content Directive is without prejudice to General Data Protection Regulation and Directive on privacy and electronic communications.[28] This framework applies to personal data processed in connection with contracts falling within the scope of the Digital Content Directive. Consequently, personal data should be collected or otherwise processed under the General Data Protection Regulation and the Directive on privacy and electronic communications. In case of a conflict between the Digital Content Directive and Union law on the protection of personal data, the latter should prevail.[29] The Latvian and Polish draft laws do not include such a remark, however, to prevent inconsistencies in the application of legal norms, it would be advisable to provide for it.

Under General Data Protection Regulation, the consumer has the right to withdraw his or her consent to the processing of their data at any time. Member States still have enough freedom to create or maintain different regulations.[30] Latvia did not use this possibility in the draft law. The Polish draft law, likewise, contains no specific regulation of the interaction effects of General Data Protection Regulation in the area of contract law in the case of data payments.

Although it is clear that none of the drafted provisions is intended to establish any specific basis for the processing of personal data, what is consistent with the intention of the EU legislator as expressed in recitals 37 to 40 of the Digital Content Directive and the "payment" with personal data is realized through the fulfilment of the relevant autonomous legal basis for the processing of personal data, primarily through the consent under General Data Protection Regulation.

---

[27] 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). Available in English: https://eur-lex.europa.eu/eli/reg/2016/679/oj [viewed 26.10.2021.].

[28] Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications). Available in English: https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32002L0058 [viewed 26.10.2021.].

[29] 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. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32019L0770 [viewed 26.10.2021.], Recital 37.

[30] Hoekstra J., Diker-Vanberg A. The proposed directive for the supply of digital content: is it fit for purpose? International Review of Law, Computers & Technology, 2019, 33:1, pp. 100–117.

However, this still does not resolve the aforementioned problem – what happens when the consumer withdraws from the contract, regardless of the mode. The question of what legal mechanisms should be used to restore the equivalence of performances in the case of withdrawal of consent for data processing by the consumer, which was a counter-performance also remains open.

Conclusion

To sum up, in line with Latvia's and Poland's legislative tradition, the Digital Content Directive will be implemented in the *sui generis* law. Latvia and Poland will have different legal regulations depending on the subject. B2C contracts where digital content or digital services are supplied for personal data as counter-performance will be regulated by *sui generis*, but the same type B2B or C2C contracts – by the general contract law.

Latvia named the legal nature of contracts for the supply of digital content or a digital service as a *sui generis* contract. The Polish legislator did not decide to determine the nature of a contract for the supply of digital content, limiting itself in the statutory definition to determining the *essentialia negotii* of this contract.

Hence, both Latvian and Polish legislators ultimately did not take the opportunity to sufficiently clarify the key elements of the effects in the area of contract law (particularly interaction of consumer law and civil law), including arising from the impact of the General Data Protection Regulation, in particular the regulation on the granting and withdrawal of consent to the processing of personal data, as a counter-performance in relation to the performance of the trader.

The questions posed above at this point of the legislative procedure are left for the practice of law application to resolve based on interpretations of existing provisions.

Acknowledgments

For the Latvian co-author:

The research reflected in this article was financed by the program of Fundamental and Applied Research Projects within the project "Strengthening of High Level of Consumer Protection in the Digital and Data Age: The Transposition of the New Consumer Sale Directives into Latvian Legal System" (Project No. lzp-2020/2-0265) funded by the Latvian Council of Science.

BIBLIOGRAPHY

Literature

1. Anderson Ch. Free: The Future of a Radical Price. 1st ed., New York: Hyperion, 2009.
2. Hoekstra J., Diker-Vanberg A. The proposed directive for the supply of digital content: Is it fit for purpose? International Review of Law, Computers & Technology, 2019, 33:1.
3. Hoofnagle Ch. J., Whittington J. Free: Accounting for the Costs of the Internet's Most Popular Price. UCLA Law Review, 2014.
4. Howells G., Twigg-Flesner Ch., Wilhelmsson T. Rethinking EU Consumer Law. London: Routledge, 2018.
5. Karklins J. Understanding the Object of Purchase Agreement in the Light of the New Consumer Sales Directives. Collection of research papers of the 79th International Scientific Conference of the University of Latvia. Riga: University of Latvia Press, 2021.
6. Loos M. B. M. The (Proposed) Transposition of The Digital Content Directive in The Netherlands. JIPITEC, 2021, 12, 229 para 1.
7. Micklitz H.-W., Reich N. Sale of Consumer Goods. In: Micklitz H.-W., Reich N., Rott P. EU consumer law, 2nd ed. Antwerpen; Portland, Oregon: Intersentia, 2014.
8. Namysłowska M., Jabłonowska A., Wiaderek F. Implementation of Digital Content Directive in Poland: A fast ride on a tandem bike against the traffic. JIPITEC 2021 Issue 1.
9. Narciso M. "Gratuitous" Digital Content Contracts in EU Consumer Law. EuCML, 2017, Issue 5.
10. Sein K., Ebers M. Editorial. JIPITEC, 2021, 12, 94 para 1.

Legal acts

11. Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules. Available in English: https://eur-lex.europa.eu/eli/dir/2019/2161/oj [viewed 26.10.2021.].
12. 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. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32019L0770 [viewed 26.10.2021.].
13. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2019.136.01.0028.01.ENG&toc=OJ:L:2019:136:TOC [viewed 26.10.2021.].
14. 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). Available in English: https://eur-lex.europa.eu/eli/reg/2016/679/oj [viewed 26.10.2021.].
15. 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. Available in

English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32011L0083 [viewed 26.10.2021.].

16. 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"). Available in English: https://eur-lex.europa.eu/legal-content/en/ALL/?uri=CELEX%3A32005L0029 [viewed 26.10.2021.].
17. Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications). Available in English: https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32002L0058 [viewed 26.10.2021.].
18. Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:31999L0044 [viewed 26.10.2021.].
19. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. Available in English: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A31993L0013 [viewed 26.10.2021.].
20. Consumer Rights Protection Law of the Republic of Latvia. Available in English: https://likumi.lv/ta/en/en/id/23309-consumer-rights-protection-law [viewed 26.10.2021.].

Other materials

21. Norwegian Consumer Council. Report: Out of Control. Available: https://fil.forbrukerradet.no/wp-content/uploads/2020/01/2020-01-14-out-of-control-final-version.pdf [viewed 26.10.2021.].