

The Conundrum of Transparency in the EU Multilingual Digital Single Market

Mišćenić, Emilia; Bajčić, Martina

Conference presentation / Izlaganje na skupu

Permanent link / Trajna poveznica: <https://um.nsk.hr/um:nbn:hr:118:115008>

Rights / Prava: [In copyright](#) / [Zaštićeno autorskim pravom](#).

Download date / Datum preuzimanja: **2024-07-05**

PRAVI

Pravni fakultet Faculty of Law



Sveučilište u Rijeci
University of Rijeka

Repository / Repozitorij:

[Repository of the University of Rijeka, Faculty of Law](#)
[- Repository University of Rijeka, Faculty of Law](#)



Martina Bajčić

Emilia Mišćenić

University of Rijeka, Faculty of Law

martina.bajcic@pravri.hr, emiscenic@pravri.hr

The Conundrum of Transparency in the EU Multilingual Digital Single Market

Undoubtedly, the channel of the law is changing in the digital age as legal information is available on websites, while disputes can be resolved by means of online forms. This digital turn is especially visible in the EU digital single market and business-to-consumer relationships (hereinafter: B2C relationships) in which information must be provided to consumers ‘in a clear and comprehensible manner’ in order to guarantee transparency (Mišćenić 2021 and Loos 2017). Only if consumers have been notified of the “essential” information of a given transaction, can they make an “informed choice” when entering a B2C relationship (e.g. Mišćenić 2018, 2021). As confirmed by the Court of Justice of the EU (hereinafter: CJEU), “information, before and at the time of concluding a contract, on the terms of the contract and the consequences of concluding it is of *fundamental importance* for a consumer” (Radlinger and Radlingerová, para. 64).

Indeed, the latter information duty contributes to the realisation of transparency which in turn highlights the need to frame information in plain, clear and comprehensible language. However, if the above essential information, which is necessary for an average consumer to make an informed choice, is not phrased in clear and consistent terms, the requirement of transparency is undermined (Mak 2020). Consequently, consumers enter B2C legal transactions ‘without understanding that they lack understanding’ of crucial information on possible outcomes and economic consequences of a transaction (Mišćenić 2018).

Despite the fact that the importance of transparency and information duty in the context of EU consumer law has been recognized (e.g. Mišćenić 2021), there have been no comprehensive studies into the role of language and terminology in achieving transparency. The present study attempts to fill this niche by analysing (multilingual) terms used to denote uniform concepts of EU consumer law observed against the principles of equal authenticity and continuity (Bajčić 2020, 2021). It will include both a corpus-informed and legal analysis in order to identify the link between the usage of inconsistent terminology in the relevant legislation and the requirement of transparency in EU law. In view of the fact that the “information model” crystalized in settled CJEU case-law, EU directives and the consumer *acquis* in general is difficult to translate into real life and B2C transactions, special emphasis is put on the information duty observed through the

lens of terminology used to denote key concepts of EU consumer law both in EU and national legislative texts.

Keywords: the requirement of transparency, information duty, EU digital single market, multilingualism, EU terminology.

References

- Bajčić, Martina. 2021. Making a corpus-linguistic U-turn in multilingual adjudication. *In Law, Language and the Courtroom*. Eds. Gozdz Roszkowski, Stanislaw; Pontrandolfo, Gianluca. Routledge. 85–97.
- Bajčić, Martina. 2020. Linguistic Comparison within CJEU's Decision-Making: A Debunking Exercise. *International Journal for the Semiotics of Law - Revue internationale de Sémiotique juridique*. 1–17.
- Loos, Marco B. M. 2017. Double Dutch: On the role of the transparency requirement with regard to the language in which standard contract terms for B2C-contracts must be drafted. *Journal of European Consumer and Market Law (EuCML)* 2. 54–59.
- Mak, Vanessa. 2020. *Legal Pluralism in European Contract Law*. Oxford Studies in European Law. Oxford University Press.
- Mišćenić, Emilia. 2021. Učinkovitost i transparentnost online informiranja potrošača. *Pravna zaštita pojedinaca na jedinstvenom digitalnom tržištu Europske unije*. Ed. Barbić, Jakša. Hrvatska akademija znanosti i umjetnosti. Zagreb. 39–63.
- Mišćenić, Emilia. 2018. Uniform Interpretation of Article 4(2) of UCT Directive in the Context of Consumer Credit Agreements: Is it possible? *Revue du droit de l'Union européenne* 1/3. 1–33.