

GOOD FAITH (*BONA FIDES*) IN CONTRACTS AND GOOD FAITH IN GDPR

MIRELA-CARMEN DOBRILĂ

*Alexandru Ioan Cuza University of Iași
Iași, Romania
mirela.dobрила@uaic.ro*

Abstract

The principle of good faith, as a fundamental principle in civil law, must be respected when negotiating, concluding and performing contracts, and it is regulated by the Civil Code. The article makes some connections between the principle of good faith in contracts and the principle of good faith that must be respected for the processing of personal data, according to the GDPR. Although the principle of good faith is not expressly stated in the GDPR, it results from compliance with the other principles related to data processing expressly stated in Article 5 GDPR

Keywords: *good faith; bona fides; contract; personal data; GDPR; General Data Protection Regulation; Romanian Civil Code*

JEL Classification: K12; K22.

1. CONSIDERATIONS ON THE CONCEPTS OF GOOD FAITH IN CONTRACTS AND GOOD FAITH REQUIRED FOR THE PROCESSING OF PERSONAL DATA OF THE DATA SUBJECT

Good faith is a concept with a comprehensive meaning and of constant interest both at the national and European level, being a complex notion based on a profound moral content and which applies to the entire legal system, being a principle regulated in the Romanian Constitution.

Article 57 of the Romanian Constitution (Exercise of Rights and Freedoms) stipulates that all citizens „must exercise their constitutional rights and freedoms in good faith, without infringing on the rights and liberties of others”. By regulating good faith as a constitutional principle (Dobrilă, 2014), the existence of a balance between the exercise of individual rights and the rights of others is guaranteed, with respect for morality and public order.

Good faith means psychological manifestations that underlie certain facts and legal acts and is based on both "right intention, as well as prudence and diligence" (Gherasim, 1981).

Good faith is a common principle for both contract law and GDPR, by providing guidelines for both how the data subject's personal data should be processed, and because it aims to ensure the fairness and protection of the contracting parties to the contract, and, similarly, the protection of the rights of the data subject with regard to the processing of personal data.

According to Recital 4 of the GDPR, "the processing of personal data should be designed to serve mankind. The right to the protection of personal data is not an absolute right; it must be considered in relation to its function in society and be balanced against other fundamental rights, in accordance with the principle of proportionality".

In contract law, the principle of good faith is reflected in a model of conduct for the contracting parties and emphasizes the responsibility of the contracting parties, as an aspect that concerns both the concluded contract and the future contractual relations between the contracting parties. The principles regarding the processing of personal data are expressly regulated in article 5 of the General Data Protection Regulation (Regulation (EU)2016/679- GDPR) and are intended to guide the behavior of data controllers towards the data subject, in order to ensure the protection of the data subject; although the principle of good faith is not expressly regulated in article 5 GDPR, it results from the interpretation of the principles regarding the processing of personal data in article 5 GDPR: the principle of legality, fairness and transparency towards the data subject is based on the idea of good faith, beyond legality and compliance with technical requirements; the principle of purpose limitation is based on the idea of good faith because personal data are collected for specified, explicit and legitimate purposes and the data subject must be informed of these purposes, without the data being subsequently processed for other incompatible purposes; the principle of data minimization is closely linked to the good faith of the operator who must process only those data of the data subject that are adequate, relevant and limited to what is necessary in relation to the purpose of the processing, which can only happen if the operator is in good faith (a use beyond this limit cannot be correlated with a data operator in good faith); the requirement that personal data be accurate and up-to-date means that the controller must take steps to rectify or erase inaccurate data and this is based on the idea of a good faith controller; the principle of storage limitation means that the controller, who must be in good faith, must keep the data only for the period necessary to achieve the purpose for which the data are processed; the principle of security and confidentiality means that the good faith controller will process the data in a way that ensures the security of the personal data and will take appropriate technical or organizational measures against unauthorized or

unlawful processing, against accidental loss, destruction or damage. For the processing of personal data, special emphasis is placed on the principle of responsibility which is based on the good faith of the operator, who must act responsibly, ensure that the above principles are respected and be able to demonstrate this respect. Thus, although it is not expressly regulated in Article 5 of the GDPR, it is indisputable that the good faith of the operator is the basis for compliance with the principles regarding the processing of personal data.

The importance of the infringement of the principles for the processing of personal data in article 5 GDPR is highlighted by the sanctions indicated by the GDPR; according to article 85 para. 5 GDPR, infringements of the basic principles for processing, including conditions for consent, pursuant to Articles 5, 6, 7 and 9 shall "be subject to administrative fines up to 20 000 000 EUR, or in the case of an undertaking, up to 4 % of the total worldwide annual turnover of the preceding financial year, whichever is higher". Taking into account the close connection between these principles and the principle of good faith, we consider that the application of sanctions must also take into account the good faith of the operator. In this regard, an argument is given by the fact that art. 85 para. 2 GDPR indicates the circumstances that must be taken into account when deciding to sanction the operator: in addition to aspects regarding "the nature, gravity and duration of the infringement taking into account the nature scope or purpose of the processing concerned as well as the number of data subjects affected and the level of damage suffered by them" or "the categories of personal data affected by the infringement", it is expressly mentioned that "the intentional or negligent character of the infringement" or "any action taken by the controller or processor to mitigate the damage suffered by data subjects" or "the degree of responsibility of the controller" or "any relevant previous infringements by the controller or processor" or "the degree of cooperation with the supervisory authority, in order to remedy the infringement and mitigate the possible adverse effects of the infringement" must be taken into account, all these elements having the role of shaping the operator's conduct and from the perspective of good faith.

The National Supervisory Authority for Personal Data Processing – ANSPDCP found that a professional law firm in Romania violated in 2022 the provisions of article 5 para. (1) letters a), b), c), f) and para. (2) GDPR (principle of legality, fairness and transparency, principle of purpose limitation, principle of data minimization, principle of data integrity and confidentiality and principle of accountability) and of article 6 GDPR (regarding the lawfulness of personal data processing) and fined the law firm 4946 lei, equivalent to 1,000 EURO. In this case, the personal data controller disclosed the data of a client, without his prior consent and information, by posting an address received by him from a public institution on a WhatsApp group used by lawyers of a bar (with 247 members) and disclosed the personal data of the data subject (name, surname, home address, information regarding a file pending in a court) without legal

basis, in an excessive manner and incompatible with the initial purpose of their collection, as well as without adopting technical and organizational measures to preserve the confidentiality of these data (The National Supervisory Authority for Personal Data Processing-ANSPDCP, 2022).

The National Supervisory Authority for Personal Data Processing – ANSPDCP sanctioned a data controller (online lending platform) in 2019 because it sent documents containing the personal data of another person to the email address and did not remedy this after the error was noticed; in addition to other sanctions applied because the controller did not take sufficient personal data security measures and for not notifying the Supervisory Authority of the security incident, a fine of 14,336.1 lei was applied, the equivalent of 3,000 euros [based on article 83 para. (5) letter a) GDPR] because the controller "processed the data without proving the application of effective mechanisms for verifying and validating the accuracy of the data collected and subsequently processed, respectively, for preserving their confidentiality, according to the principles set out in article 5" (The National Supervisory Authority for Personal Data Processing-ANSPDCP, 2020a).

After completing an investigation at a bank, the National Supervisory Authority for Personal Data Processing – ANSPDCP sanctioned the operator (bank) for violating the GDPR principles of article 5 para. (1) let. a)-d) (lawfulness, fairness and transparency; purpose limitations; data minimization; accuracy) and for processing data without fulfilling the conditions of legality of processing with a fine in the amount of 14,619.9 lei (equivalent to 3,000 EURO) because it processed the personal data of a natural person after the conclusion of the contractual relationship with the bank, by sending e-mail messages to the natural person to update the data after the closure of banking services (The National Supervisory Authority for Personal Data Processing-ANSPDCP, 2020b).

There is a link between compliance with the principles indicated above and the principle of good faith because the data controller must act in good faith when processing the data subject's data in order to respect their rights.

Historically, *bona fides* in contract law is correlated with morality and is connected to the idea of justice and a loyal person, and the contract is considered executed in good faith when the behavior of the parties is in accordance with the moral standards accepted at a social level, but the contemporary context no longer allows good faith to play this role and instead of referring to morality, it refers to legal institutions and good faith in contracts is correlated with compliance with the rules imposed by these legal institutions or public order (Ruen, 2011).

In civil law, good faith is a fundamental principle that requires compliance with the requirements of honesty, loyalty, cooperation, respect when negotiating a contract, concluding and executing the contract, and which also involves transmitting essential information between the contracting parties, in a complete and honest manner, to ensure a contractual balance; under the GDPR, the

principle of good faith (although not expressly regulated and must be viewed in connection with the other principles) requires correct, clear, accessible, transparent information to the data subject (as a natural person) and requires that personal data be processed in a manner that is fair to the data subject, without abuse and without processing personal data for other hidden purposes.

The contracting parties must act in good faith throughout the contractual process, from the negotiation stage to the conclusion of the contract and up to the execution of the contract, because the fulfillment of the contractual obligations implies the idea of good faith of the contracting parties. In the case of the processing of personal data, the GDPR requires the protection of the rights of the data subject, and this is based on the idea of good faith; according to Recital 74 of the GDPR, "responsibility and liability of the controller for any processing of personal data carried out by the controller or on the controller's behalf should be established", "the controller should be obliged to implement appropriate and effective measures" taking into account "the nature, scope, context and purposes of the processing and the risk to the rights and freedoms of natural persons".

2. CONNECTIONS BETWEEN THE PRINCIPLE OF GOOD FAITH IN CONTRACTS AND THE PRINCIPLE OF GOOD FAITH THAT MUST BE RESPECTED FOR THE PROCESSING OF PERSONAL DATA, ACCORDING TO THE GDPR

Good faith in contract law means honesty in negotiations, in the conclusion of contracts and in the execution of contracts and sometimes even in the case of non-execution of contracts without justification, but without bad faith; good faith implies loyalty in complying with obligations and executing contracts and cooperation of the parties, taking into account the reasonableness of pursuing their own interest which must be correlated with the common purpose pursued by the parties in the contract. Similarly, for data controllers, in order to comply with the GDPR, good faith is closely linked to the principle of fairness and the principle of transparency (article 5 GDPR) because the processing of personal data must be carried out fairly and must be foreseeable for the data subject; the data subject must be fully informed in clear, accessible language about the processing of personal data, without concealing essential information (for example, processing data for a purpose other than that indicated by the controller).

As a guideline for the interpretation and effects of civil law, in the Romanian Civil Code - Law no. 287/2009, in article 11 regarding the observance of public order and good morals, it is expressly mentioned that "one cannot derogate through conventions or unilateral legal acts from laws that concern public order or good morals" (Civil Code, article 11). Public order refers to legislative regulations that protect a general interest, and the notion of good

morals also refers to a general interest and signifies the set of rules imposed by a certain social morality as a standard of human behavior, meaning good and correct practices (Perju, 2021).

According to art. 14 on good faith of the Civil Code, "any natural or legal person must exercise their rights and perform their civil obligations in good faith, in accordance with public order and good morals", and "good faith is presumed until proven otherwise" (*bona fides praesumitur*) (Civil Code, article 14). Good faith has the value of a guiding principle of civil law through its "informative function" and "role as a guiding idea" (Perju, 2021). Individuals must act in good faith in the exercise of their rights and obligations.

Art. 1170 on good faith of the Civil Code is a particularization for contracts of the guiding principle of good faith, for each stage of the contract, the period of negotiations, the conclusion of the contract and its execution, and provides that the parties must act in good faith both when negotiating and concluding the contract, and throughout its execution, that is, throughout the contract, and they cannot remove or limit this obligation. This article has the role of limiting the principle of contractual freedom in art. 1169 Civil Code, according to which the parties are free to conclude any contracts and determine their content, because the will of the parties is the essential element of the contract, but they are allowed to do so only within the limits imposed by law, public order and good morals, and, in relation to art. 1170 Civil Code, within the limits imposed by compliance with the requirements of good faith.

Good faith is "the expression of the general duty of loyalty in behavior and consists for each party in not betraying the trust" that the other party has placed in it, and in an objective sense "it signifies loyalty, honesty or fairness in the exercise of rights and the fulfillment of obligations and requires compliance with the rules of fairness" (Moise *et al.*, 2021).

As a connection between good faith in contracts and good faith in the processing of personal data, similarly, good faith in contracts implies an active attitude based on fairness and cooperation, more than a simple compliance with contractual obligations, in order to protect mutual trust and maintain contractual balance, and good faith in the processing of personal data is manifested by the principle of legality, fairness and transparency (art. 5 para. 1 lit. 1 GDPR) but must not be limited to simple compliance with the principles related to data processing in art. 5 GDPR nor to strictly formal compliance with the obligations imposed by the GDPR. Good faith in the processing of personal data is based, as in contract law, on the idea of loyalty in behavior, honesty and trust between the operator and the data subject, and the operator must not deceive the trust of the data subject, although he is in a stronger position which, however, he must not exploit or abuse. Regarding the parallel between good faith in contracts and good faith in the processing of personal data, in both cases the aim is to protect mutual trust, either between the contracting parties in the case of contracts, or

between the operator and the data subject in the case of the processing of personal data, and in both cases good faith implies self-control and a limitation of the power of the party in a position of power (for example, the seller towards the buyer, the contractual partner who has more information, a party towards the party in a position of vulnerability, etc., or, for the second case, the operator towards the data subject); however, each category pursues a broader purpose, in the first case trust in the contractual partner as a characteristic of the contract, and in the second case, the protection of trust in data processing, as a general element, not specific to a particular situation.

The loyalty of the parties to the conclusion of the contract imposes on the parties “the obligation to inform each other” and “to present all the data and elements necessary for the proper formation of the contract” (Moise *et al.*, 2021).

A parallel can be drawn with the obligation to inform the data subject under the GDPR, in the sense that the operator must ensure that the data subject is informed if personal data obtained from the data subject are processed (art. 13 GDPR) or even if they are not obtained from the data subject (art. 14 GDPR), and in order to comply with the principle of transparency, the operator must provide the information "in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child" (art. 12 GDPR).

Each party to the contract has the duty to ensure that the other party is informed so that they act with knowledge of the facts (Gherasim, 1981; Moise, 2021). Regarding good faith in the GDPR, the operator must inform the data subject correctly, completely, transparently, clearly, in order to facilitate the exercise of the data subject's rights (art. 12 para. 2 GDPR, art. 15-22 GDPR).

Regarding good faith in the execution of contracts, the contracting parties must fulfil their obligations, in order to efficiently execute the contract, without behaviors that would prejudice the proper execution of the contract (Moise, 2021).

Processing is lawful only if and to the extent that a legal basis for processing under Article 6 (a-f) GDPR applies (e.g. consent, conclusion or performance of a contract, legal obligation of the controller, vital interest, public interest, legitimate interest) or if, as an exception, a legal basis under Article 9 GDPR (e.g. consent, public interest) applies.

With regard to the legal basis for processing under Article 6(1)(b), processing is lawful if “processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract”. There must be a link between the processing of personal data and the purposes of entering into or performance of a contract to which the data subject is party.

The legal basis under Article 6(1)(b) GDPR means processing only of data necessary for the performance of a contract to which the data subject is a party, and the operator must respect the principle of purpose limitation and act in good faith and not process other data that are not considered necessary or data of other persons who are not parties to the contract; not all personal data in connection with a contract can be considered necessary for the performance of a contract, in which case the operator must use another legal basis for processing, if applicable.

The processing of data under Art. 6(1)(b) GDPR does not allow the processing of personal data for which consent would be required, but which the controller includes in the contract, by including consent in the contractual terms, to be accepted together or where the performance of the contract is linked to the granting of consent for the processing of personal data which are not necessary for the performance of the contract (EDPB, 2020); this ground cannot be used for the processing of data relating to the user's tastes and lifestyle in relation to their activity on a website and what they buy because the processing concerns the goods purchased and not profiling (Article 29 Data Protection Working Party, 2014).

Regarding the obligation to inform and compliance with the principle of transparency, for the conclusion of the contract, the transmission of information by the operator to the data subject regarding data processing must be carried out in a clear, concise form and this information must be differentiated from other information, such as that regarding contractual provisions (Article 29 Data Protection Working Party, 2018).

Regarding contracts, the idea of "elasticity of the concept of good faith" (Moise *et al.*, 2021) is highlighted and when good faith is lacking in contracts, the form of liability will be shaped depending on the specifics of the situation in which good faith was violated.

For example, lack of good faith in contracts may refer to the lack of transparency through the failure to communicate relevant information, which entails contractual liability for failure to perform an information obligation (such as a hidden defect in a good sold) or the contract is void for defects of consent (error, fraud), or the contract is not valid if essential elements for the conclusion of the contract are hidden; breach of good faith in data processing may concern lack of information, unclear information, excessive processing, use of personal data for another purpose, breach of confidentiality, refusal to delete the data subject's data if the exercise of the right to delete data is requested, lack of measures to ensure data security, etc., sanctioned under the GDPR and with the possibility for the person who has suffered material or moral damage as a result of the GDPR violation to obtain compensation from the operator.

Although the principle of good faith has a clear outline in civil law and contract law, the processing of data by the controller in good faith is a legal

concept not defined by the GDPR and may be difficult to understand. Although the principle of good faith is not expressly stated in the GDPR, it results from compliance with the other principles related to data processing expressly stated in article 5 GDPR.

„The GDPR fails to explain what fairness is and how it should be achieved” and „focuses mostly on procedural fairness: if personal data are processed in compliance with the GDPR, for instance, by ensuring lawfulness and transparency, such processing is assumed to be fair” (Häuselmann and Custers, 2024). If we make a comparison with what it means to respect good faith in contracts, the question arises whether respecting legality and respecting transparency towards the data subject are truly sufficient to consider that personal data is processed in good faith, in compliance with the GDPR, and whether the processing is fair and honest. The reason for asking this question is determined by the fact that respecting the principle of good faith in contracts requires greater clarity, by explaining compliance with good faith in contracts and by explaining what constitutes conduct contrary to good faith, i.e. characterized by bad faith. For example, in article 1183 of the Romanian Civil Code, in addition to establishing an obligation to respect good faith in negotiations, it also provides guidelines for understanding its meaning because it details the meaning of not respecting the principle of good faith in negotiations and the consequences for not respecting good faith in negotiations: “the conduct of the party that initiates or continues negotiations without the intention of concluding the contract” is considered contrary to the requirements of good faith, and the party that did not respect good faith in negotiations is liable for the damage caused to the other party.

„Neither is the essential element of substantive fairness mentioned in the GDPR nor is any guidance on substantive fairness provided therein or elsewhere” and „even if all procedural rules of the GDPR are complied with, data processing can still be unfair from a substantive perspective” (Häuselmann and Custers, 2024).

It should be highlighted that in the national regulation prior to the entry into force of the GDPR, Law no. 677/2001 for the protection of individuals with regard to the processing of personal data and on the free movement of such data (repealed from the moment of application of the GDPR) expressly regulated the principle of good faith in the processing of personal data. In the category of general rules regarding the processing of personal data, the characteristics of personal data were mentioned during the processing and it was expressly indicated that the personal data intended to be the object of processing must be: “processed in good faith and in accordance with the legal provisions in force” (Law no. 677/2001, article 4 para. 1 letter a), therefore with a separate emphasis on good faith and then on compliance with the legal provisions, which indicates a separate analysis of the two aspects. Then, article 31 of the chapter on

contraventions and sanctions of Law no. 677/2001 expressly referred to the omission to notify the supervisory authority before carrying out any processing, as well as to "bad faith notification", which meant "incomplete notification or notification containing false information" (Law no. 677/2001, article 31).

Legal order, the stability of social relations and trust in legal relationships are based on the good faith of people, who must be honest, sincere and loyal in legal relationships, and the entire system is based on trust and fairness and not on the intention to deceive (Gherasim, 1981). Good faith is a fundamental principle and is presumed and protected, regardless of the legal relationship. It is assumed that the subjects of the legal relationship are animated by the sincere intention to behave honestly and in accordance with the law.

We consider that it was appropriate to expressly mention the principle of good faith in the legislation on the protection of individuals with regard to the processing of personal data and we consider that the express regulation of this principle in the GDPR would be appropriate because it would emphasize the need to respect good faith in the processing of personal data and would determine the supervisory authority to carry out a careful analysis of the good faith of the operator, in the case under analysis, without limiting itself to an analysis of formal compliance with the GDPR. Since data processing is based on the idea of trust (operator-data subject), *de lege ferenda*, we consider that it would be appropriate to expressly mention in the GDPR the principle of processing personal data with good faith and in accordance with the legal provisions in force.

3. CONCLUSIONS: REGARDING *BONA FIDES* IN CONTRACTS AND GDPR

Good faith is a common principle for both contract law and GDPR because it aims at the fairness and protection of the parties involved (contracting parties or controller and data subject). Good faith is reflected in a model of conduct for the contracting parties, and in the processing of personal data, good faith, although not a principle expressly regulated by the GDPR but resulting from the interpretation of the principles regarding the processing of personal data in art. 5 GDPR, has the role of guiding the behavior of data controllers towards the data subject, for the protection of the data subject.

In contracts, good faith is a principle that requires honesty, loyalty, cooperation, respect at the time of negotiating a contract, at the conclusion and execution of the contract; under the GDPR, the principle of good faith, which must be correlated with the other principles for data processing, requires correct, clear, accessible, transparent information of the data subject.

Good faith guarantees legality from a moral point of view, because concluding a contract does not only mean formally complying with the law, but also respecting the contractual partner, and processing personal data in good

faith means not only processing data in the interests of the operator, but also respecting the rights of the data subject and respecting the trust given by the data subject. In contracts, it is necessary to comply with legal norms and fulfil obligations, as well as respecting the trust between contractual partners, which is based on loyalty, honesty, collaboration, in order to maintain contractual balance. In the case of processing personal data, good faith means both complying with the requirements imposed by the GDPR for lawful processing, in accordance with the legal grounds and the principles regarding data processing, i.e. lawful, fair, transparent processing towards the data subject, only for the explicit and legitimate purposes declared, but also the need not to limit oneself to formal compliance with the obligations imposed by the GDPR; fairness is linked to the good faith of the operator, which requires him to act loyally towards the data subject and not to betray the trust of the data subject. In contracts, it is necessary to maintain a contractual balance, and the good faith of the parties through loyalty towards the contractual partner contributes to this; in the case of data processing, it is necessary to have legitimate data processing, processing that respects the rights of the data subject, and the good faith of the operator contributes to protecting the interests of the data subject (right to privacy, right to protection of personal data) and to maintaining general trust in data processing.

We recommend, *de lege ferenda*, the express regulation of the principle of good faith in the GDPR, as an essential point in the legislation on the processing of personal data for the protection of the data subject; we consider that the express regulation of this principle in the GDPR would be appropriate because it would highlight the importance of respecting good faith in the processing of personal data, the effective protection of the data subject, beyond the formal compliance with the GDPR, which could contribute to increasing general trust in the processing of data in safe conditions.

References

- 1) Article 29 Data Protection Working Party (2014). *Opinion 06/2014 on the notion of legitimate interests of the data controller under Article 7 of Directive 95/46/EC*. Adopted on 9 April 2014. [online] Available at: <https://www.dataprotection.ro/servlet/ViewDocument?id=1086> [Accessed 14.10.2025].
- 2) Article 29 Data Protection Working Party (2018). *Guidelines on transparency under Regulation 2016/679*. Adopted on 29 November 2017. Revised and adopted on 11 April 2018. Available at: https://www.edpb.europa.eu/system/files/2023-09/wp260rev01_en.pdf [Accessed 14.10.2025].
- 3) Dobrilă, M.C. (2014). Considerations on the Express Regulation of the Bona Fide Principle in the Constitution of Romania and in the New Romanian Civil Code After the Model of Encodings on the European Level. *Journal of Public Administration, Finance and Law (JOPaFL)*, 5, pp. 179-188. [online] Available at: http://www.jopafl.com/uploads/issue5/CONSIDERATIONS_ON_THE_EXPRESS

- REGULATION_OF_THE_BONA_FIDE_PRINCIPLE.pdf. [Accessed 14.10.2025].
- 4) Gherasim, D. (1981). *Buna credință în raporturile juridice civile*. Bucharest: Academie Publishing House.
 - 5) Häuselmann, A. and Custers, B. (2024). Substantive fairness in the GDPR: Fairness Elements for Article 5.1a GDPR. *Computer Law & Security Review*, 52, 105942. Available at: <https://doi.org/10.1016/j.clsr.2024.105942> [Accessed 01.11.2025].
 - 6) Law no. 677/2001, for the protection of individuals with regard to the processing of personal data and the free movement of such data, Official Gazette no. 790/2001.
 - 7) Moise, A.-A. in Baïas, F.A., Chelaru, E., Constantinovici, Rodica, Macovei, I. (2021). *Noul Cod civil. Comentariu pe articole*. 3rd Edition. Bucharest: C.H. Beck Publishing House.
 - 8) Perju, P. in Baïas, F.A., Chelaru, E., Constantinovici, Rodica, Macovei, I. (2021). *Noul Cod civil. Comentariu pe articole*. 3rd Edition. Bucharest: C.H. Beck Publishing House.
 - 9) 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). [online] Available at: <https://eur-lex.europa.eu/eli/reg/2016/679/oj/eng> [Accessed 14.10.2025].
 - 10) Romanian Civil Code - Law no. 287/2009. Official Gazette no. 505/2011.
 - 11) Ruen, A. (2011). The legal paradoxes of good faith in consumer contracts. A comparative view between the continental system and the American system. *Journal Iurisprudentia*, 3, pp. 41-76. [online] Available at: <https://studia.law.ubbcluj.ro/index.php/iurisprudentia/issue/view/198/82> [Accessed 14.10.2025].
 - 12) The European Data Protection Board (2020). *Guidelines 05/2020 on consent under Regulation 2016/679*. Version 1.1 Adopted on 4 May 2020. [online] Available at: https://www.edpb.europa.eu/sites/default/files/files/file1/edpb_guidelines_202005_consent_en.pdf [Accessed 14.10.2025].
 - 13) The National Supervisory Authority for Personal Data Processing-ANSPDCP, (2022). *Amendă pentru încălcarea RGPD*. [online] Available at: https://www.dataprotection.ro/?page=Comunicat_Presa_22_02_2022_2 [Accessed 14.10.2025].
 - 14) The National Supervisory Authority for Personal Data Processing-ANSPDCP, (2020a). *Altă amendă pentru încălcarea RGPD*. [online] Available at: https://www.dataprotection.ro/?page=Alta_amenda_pentru_inalcarea_RGPD_2020_1&lang=ro [Accessed 14.10.2025].
 - 15) The National Supervisory Authority for Personal Data Processing-ANSPDCP, (2020b). *O nouă sancțiune pentru încălcarea RGPD*. [online] Available at: https://www.dataprotection.ro/?page=Comunicat_presa_30_12_2020&lang=ro [Accessed 14.10.2025].