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The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts

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ABSTRACT

This study examines the transformation of the principle of good faith in digital agreements within a civil law framework, focusing specifically on consumer protection in electronic contracts. The research aims to analyze how technological developments, platform-based contracting, and data-driven business models have reshaped the doctrinal meaning and operational function of good faith in contemporary digital markets. Employing a qualitative research design based on systematic literature review and doctrinal analysis, the study synthesizes recent academic scholarship, regulatory developments, and legal interpretations concerning electronic contracts, transparency obligations, unfair terms, and digital content regulation. The findings reveal that good faith has evolved from a predominantly interpretative and corrective principle into a broader governance standard encompassing transparency-based fairness, protection of reasonable consumer expectations, control of unilateral modification clauses, and accountability in algorithmic decision-making. The study further identifies a growing convergence between contract law, consumer protection law, and data protection regulation, indicating that good faith increasingly functions as a connective normative principle across digital regulatory regimes. The research concludes that sustainable digital contract governance requires reconceptualizing good faith as a structural fairness standard capable of addressing informational and technological asymmetries in electronic commerce.

Keywords: Good Faith, Digital Contracts, Consumer Protection, Electronic Agreements, Contract Law.

I. Introduction

The rapid expansion of digital technology has fundamentally reshaped the landscape of contract law, particularly within civil law jurisdictions where contractual validity traditionally rests upon consent, legality, and the normative force of good faith. In the digital marketplace, agreements are increasingly concluded through electronic interfaces such as clickwrap, browsewrap, platform subscriptions, and automated digital services, where consent is manifested not through negotiated dialogue but through standardized digital interactions. This transformation challenges the classical understanding of contractual autonomy and raises significant doctrinal questions regarding the evolving function of the principle of good faith in electronic agreements. Within civil law systems, good faith has long operated as a foundational principle governing the formation, interpretation, and performance of contracts, serving as a corrective standard against abuse of

rights and opportunistic conduct (UNIDROIT, 2016). The increasing digitization of commercial transactions therefore demands a reassessment of how this principle operates in contexts where contractual formation is mediated by algorithms, digital interfaces, and standardized terms drafted unilaterally by powerful market actors.

Historically, the principle of good faith has served as a central mechanism for controlling unfairness in consumer contracts. European consumer law explicitly incorporates good faith as a benchmark for assessing unfair contractual terms. Council Directive 93/13/EEC provides that a term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer (Council Directive 93/13/EEC, 1993). This formulation demonstrates that good faith functions as a substantive fairness test rather than merely a subjective honesty requirement. Furthermore, Directive 2011/83/EU on consumer rights imposes extensive pre-contractual information duties in distance and electronic contracts, recognizing that digital transactions generate structural informational asymmetries (Directive 2011/83/EU, 2011). These legal developments reflect the broader civil law understanding that formal consent alone does not ensure contractual justice; instead, transparency and balance are essential components of legitimate contractual relations.

In digital agreements, however, the operationalization of good faith faces unprecedented challenges. Electronic contracts frequently consist of lengthy standard terms accessible through hyperlinks, dynamic updates, and layered disclosures that consumers rarely read or fully comprehend. The structure of digital markets amplifies power imbalances, particularly when dominant platforms retain unilateral authority to modify terms or integrate complex data processing mechanisms into contractual relationships. The adoption of Directive (EU) 2019/770 on digital content and digital services illustrates the regulatory response to these challenges by harmonizing conformity standards, remedies, and modification rules in digital contracts (Directive (EU) 2019/770, 2019). This directive acknowledges that contractual performance in digital environments is continuous, update-based, and technologically mediated, thereby requiring a more nuanced application of fairness principles.

The phenomenon motivating this research lies in the observable transformation of contractual imbalance within digital ecosystems. Informational asymmetry is intensified through opaque privacy policies and data monetization models embedded in contractual frameworks. The General Data Protection Regulation (GDPR) emphasizes that consent must be freely given, specific, informed, and unambiguous, reinforcing transparency as a core normative expectation in digital interactions (Regulation (EU) 2016/679, 2016). Although the GDPR primarily concerns data protection, its transparency requirements intersect with contractual good faith by shaping the conditions under which digital consent is considered valid. In addition, unilateral modification clauses and automated decision-making systems create temporal and technological asymmetries that extend beyond traditional unfair term analysis.

Existing scholarship provides valuable insights into these developments. The UNIDROIT Principles of International Commercial Contracts affirm that good faith and fair dealing are fundamental and cannot be excluded or limited by the parties (UNIDROIT, 2016), reinforcing its mandatory character in modern contract law. Reyna (2019) argues that fairness in digital content contracts must be evaluated through the interaction between copyright law and consumer protection law, demonstrating that digital transactions blur doctrinal boundaries. ten Wolde (2018) highlights the enforcement difficulties faced by consumers in cross-border online transactions, emphasizing the need for stronger structural protections. Additional studies in civil law contexts have identified the prevalence of refund limitations, warranty disclaimers, and unilateral amendments in electronic contracts that may undermine consumer rights (see, e.g., contemporary civil law analyses of e-contract standardization). Collectively, these studies indicate that digital contracting practices require a recalibration of good faith from a reactive corrective doctrine to a proactive governance principle capable of addressing structural imbalance.

Despite these contributions, empirical and descriptive quantitative analyses mapping the doctrinal transformation of good faith in digital agreements remain limited. Much of the literature is normative or sector-specific, without systematically identifying patterns across regulatory frameworks and scholarly

discourse. A descriptive quantitative approach enables the identification of recurring doctrinal themes, such as transparency, prohibition of unilateral modification, protection of reasonable expectations, and technological fairness, and allows for objective mapping of their prevalence within contemporary legal analysis. By examining frequency patterns in academic publications, regulatory instruments, and judicial reasoning, this research enhances methodological rigor and reduces reliance on purely theoretical assertions.

Therefore, the objective of this study is to analyze the transformation of the principle of good faith in digital agreements within a civil law framework, focusing on consumer protection in electronic contracts. Specifically, the study aims to describe how good faith is conceptualized in contemporary digital contract regulation and scholarship; to identify dominant consumer protection issues associated with electronic agreements; and to evaluate whether modern regulatory developments reflect an expansion of good faith beyond traditional notions of honesty and loyalty toward a broader principle encompassing transparency, technological fairness, and protection of reasonable consumer expectations (Council Directive 93/13/EEC, 1993; Directive (EU) 2019/770, 2019; UNIDROIT, 2016). Through a descriptive quantitative methodology grounded in prior research and authoritative legal sources, this study seeks to provide a systematic and empirically informed understanding of doctrinal evolution.

Ultimately, the transformation of good faith in digital agreements reflects a broader shift in the balance between private autonomy and consumer protection within the digital economy. If good faith remains confined to traditional interpretations without addressing digital asymmetries, consumer protection risks becoming fragmented and ineffective. Conversely, if civil law doctrine integrates technological realities into its conceptualization of good faith, contract law can continue to serve as a legitimate foundation for trust in electronic commerce (Reyna, 2019; ten Wolde, 2018). By grounding its analysis in established regulatory instruments and prior scholarship, this study contributes to clarifying the evolving role of good faith as a central pillar of consumer protection in electronic contracts.

II. Literature Review and Hypothesis Development

2.1. Conceptual Foundations of Good Faith in Civil Law and Consumer Protection

The principle of good faith constitutes one of the most enduring and foundational doctrines in civil law systems. Traditionally embedded in continental legal codes, good faith operates both as a subjective standard of honesty and as an objective normative benchmark guiding interpretation, performance, and enforcement of contractual obligations (Zimmermann & Whittaker, 2000; UNIDROIT, 2016). In civil law theory, good faith functions as a structural limitation on contractual autonomy, ensuring that private agreements conform not only to formal consent but also to standards of fairness, loyalty, and reasonableness (Brownsword, 1994; Bénabent, 2017). The evolution of consumer protection law in Europe further institutionalized good faith as a fairness control mechanism, particularly through Council Directive 93/13/EEC, which defines unfair terms as those causing significant imbalance contrary to good faith (Council Directive 93/13/EEC, 1993). This doctrinal positioning elevates good faith from a moral principle to a legally enforceable fairness standard.

Modern scholarship emphasizes that good faith performs three interconnected functions: interpretative, integrative, and corrective. Interpretatively, it guides courts in construing ambiguous contractual terms in light of reasonable expectations (Whittaker, 2004). Integratively, it supplements contracts by imposing duties of cooperation and transparency beyond express stipulations (Mak, 2018). Correctively, it invalidates clauses that exploit informational or bargaining asymmetries (Collins, 2018). These functions are particularly salient in consumer contracts, where imbalance is structurally embedded due to standardization and lack of negotiation (Howells & Weatherill, 2017). Directive 2011/83/EU on consumer rights reinforces transparency obligations, thereby strengthening the integrative dimension of good faith (Directive 2011/83/EU, 2011).

Recent scholarship suggests that the principle of good faith has undergone normative expansion in response to socio-economic transformation. Micklitz (2015) argues that European private law increasingly reflects a regulatory orientation, where contract law integrates public policy objectives such as consumer protection and market fairness. Similarly, Grundmann (2017) observes that harmonization instruments increasingly operationalize fairness through structured transparency requirements. The interplay between contract autonomy and regulatory fairness thus reshapes the classical boundaries of good faith, situating it at the intersection of private law and public regulation. This doctrinal foundation provides the analytical starting point for examining its transformation within digital environments. While traditional doctrine conceptualizes imbalance in textual or substantive terms, digital contracting introduces technological and algorithmic dimensions that may not be adequately captured by conventional fairness analysis (Brownsword & Micklitz, 2010). Accordingly, contemporary literature calls for reconceptualizing good faith in light of digitalization and platform governance (Mak & Tjong Tjin Tai, 2019).

2.2. Digital Agreements and Emerging Consumer Protection Challenges

The digitalization of contractual relationships has fundamentally altered the mechanisms of agreement formation and performance. Electronic contracts—ranging from clickwrap agreements to platform subscription models—are characterized by automation, standardization, and algorithmic intermediation (Ranchordás, 2019; De Franceschi, 2016). Unlike traditional negotiated contracts, digital agreements rely on interface-based consent, where acceptance is often reduced to a single click. Empirical studies demonstrate that consumers rarely read online terms and conditions, thereby undermining the assumption of informed consent (Ben-Shahar & Schneider, 2014). This behavioral reality intensifies informational asymmetry and challenges the adequacy of formal consent as a legitimacy foundation. The regulatory response to digital consumer contracts has evolved significantly in recent years. Directive (EU) 2019/770 introduced harmonized rules for digital content and services, recognizing that performance in digital contracts is continuous, update-based, and data-driven (Directive (EU) 2019/770, 2019). Scholars note that this directive marks a shift toward recognizing “functional conformity” rather than purely textual compliance (De Franceschi & Schulze, 2020). Moreover, Regulation (EU) 2016/679 (GDPR) imposes stringent transparency and consent requirements in data processing, thereby intersecting directly with contractual legitimacy in digital services (Regulation (EU) 2016/679, 2016). These instruments collectively reshape the operational environment of good faith.

Contemporary research highlights new forms of imbalance in digital contracts. First, unilateral modification clauses allow service providers to alter terms dynamically, raising questions about stability and legitimate expectations (Ranchordás, 2020). Second, algorithmic personalization and data-driven pricing strategies may produce discriminatory or opaque outcomes (Busch, 2019). Third, platform dominance creates structural dependency, limiting meaningful exit options for consumers (Cafaggi & Micklitz, 2017). These developments suggest that fairness in digital contracts must account not only for textual terms but also for technological architecture. The literature increasingly conceptualizes digital consumer protection as a hybrid regulatory domain where contract law interacts with data protection, competition law, and platform governance (Reyna, 2019; Micklitz & Reich, 2018). This interdisciplinary evolution implies that good faith must adapt to encompass transparency in design, algorithmic accountability, and protection of reasonable consumer expectations in technologically mediated environments.

2.3. Transformation of Good Faith in the Digital Context

Recent academic discourse argues that the principle of good faith is undergoing qualitative transformation in response to digital contracting practices. Rather than functioning solely as a corrective fairness doctrine, good faith increasingly operates as a governance principle addressing structural asymmetries (Mak & Tjong Tjin Tai, 2019). Scholars observe that digital markets amplify power imbalances

through data monopolization and network effects, thereby necessitating stronger normative controls (Cafaggi & Micklitz, 2017). In this context, good faith may serve as a bridge between traditional contract doctrine and emerging regulatory frameworks. Comparative studies reveal that courts are progressively interpreting good faith in light of transparency obligations and reasonable consumer expectations in online environments (Collins, 2018; Whittaker, 2004). The prohibition of unfair terms under Directive 93/13/EEC increasingly encompasses hidden data practices and opaque pricing structures (Council Directive 93/13/EEC, 1993). Furthermore, scholars emphasize that digital modification clauses challenge the temporal stability traditionally associated with contractual obligations (Ranchordás, 2020). This dynamic environment requires rethinking good faith as including duties of technological fairness and proportionality.

Empirical analyses indicate that contemporary academic publications increasingly associate good faith with transparency, prohibition of unilateral alteration, and protection against exploitative design practices (Busch, 2019; De Franceschi & Schulze, 2020). The convergence between consumer law and data protection reinforces the interpretative expansion of good faith beyond classical honesty toward substantive informational fairness (Regulation (EU) 2016/679, 2016). Thus, the doctrinal trajectory suggests an integrative transformation aligning private autonomy with digital governance principles. Overall, the literature demonstrates a paradigm shift: good faith in digital agreements is no longer confined to textual fairness but extends to systemic and technological fairness. This transformation reflects broader regulatory developments aimed at restoring balance in platform-based markets (Micklitz, 2015; Grundmann, 2017).

2.4. Hypothesis Development

Based on the reviewed literature, the following hypotheses are proposed:

H1: The conceptualization of good faith in digital agreements is increasingly associated with transparency and informational fairness rather than solely with honesty in performance.

H2: Regulatory developments in digital consumer law significantly correlate with the expansion of good faith toward technological and structural fairness standards.

H3: The prevalence of unilateral modification clauses and algorithmic governance mechanisms positively influences scholarly emphasis on good faith as a corrective principle in electronic contracts.

H4: Interdisciplinary regulatory integration (consumer law, data protection, and platform regulation) strengthens the doctrinal transformation of good faith within civil law frameworks.

III. Research Method

This study employs a qualitative research design based on an in-depth literature study to analyze the transformation of the principle of good faith in digital agreements within a civil law framework. A qualitative approach is particularly appropriate for this research because the objective is not to measure causal relationships through statistical inference, but to interpret doctrinal developments, conceptual shifts, and regulatory patterns emerging from scholarly discourse and authoritative legal instruments. The study adopts a doctrinal and conceptual legal research methodology enriched by qualitative content analysis, allowing for systematic examination of how the principle of good faith is interpreted, expanded, and applied in the context of consumer protection in electronic contracts. The primary data sources consist of peer-reviewed journal articles, legal commentaries, monographs, and official regulatory instruments published between 2015 and 2024 to ensure contemporary relevance. Key legal sources include European consumer protection directives, digital content regulations, and international contract law principles that articulate or interpret the doctrine of good faith. Secondary sources include recent academic publications indexed in reputable international databases addressing digital contracts, consumer protection, data governance, and civil law theory. The selection criteria prioritize scholarly credibility, relevance to digital contracting practices, and explicit

engagement with the concept of good faith or fairness in electronic agreements. This purposive sampling strategy ensures that the literature analyzed directly contributes to the research objective.

Data collection is conducted through systematic identification, screening, and categorization of relevant literature. Initially, keywords such as “good faith,” “digital contracts,” “electronic agreements,” “consumer protection,” “unfair terms,” and “platform governance” are used to retrieve scholarly materials. The collected literature is then filtered based on thematic relevance and conceptual depth. Following selection, texts are subjected to qualitative content analysis, focusing on recurring themes, doctrinal arguments, interpretative frameworks, and regulatory developments. This interpretative process aims to identify patterns in how scholars conceptualize the transformation of good faith in digital contexts, particularly regarding transparency, unilateral modification, algorithmic governance, and protection of reasonable consumer expectations. The analytical framework integrates doctrinal analysis and thematic synthesis. Doctrinal analysis examines how legal instruments and scholarly writings define, interpret, and operationalize good faith in electronic contracts. Thematic synthesis involves coding recurring concepts and grouping them into broader analytical categories, such as informational fairness, structural imbalance, technological governance, and regulatory integration. Through iterative comparison, the study identifies convergences and divergences in scholarly perspectives, thereby mapping the doctrinal evolution of good faith within digital consumer law. This process allows the research to move beyond descriptive summarization toward conceptual interpretation grounded in systematic literature examination.

To enhance methodological rigor, the study applies credibility and consistency checks by cross-referencing interpretations across multiple sources and ensuring that conclusions are supported by repeated patterns within the literature. Reflexivity is maintained throughout the analytical process to minimize interpretative bias, particularly given the normative nature of legal scholarship. While the study does not involve empirical field data, its qualitative rigor derives from structured thematic coding, transparent source selection, and doctrinal triangulation across regulatory texts and academic discourse. Ultimately, this qualitative literature-based methodology provides a coherent and systematic foundation for understanding the transformation of the principle of good faith in digital agreements. By synthesizing contemporary scholarly and regulatory developments, the research offers a theoretically grounded and analytically rigorous account of how civil law doctrine adapts to the complexities of consumer protection in electronic contracts.

IV. Result and Discussion

The findings of this qualitative literature-based study reveal a significant doctrinal and regulatory transformation of the principle of good faith in digital agreements within civil law systems. The analysis demonstrates that good faith is no longer confined to its classical function as a corrective interpretative tool but is progressively evolving into a structural governance principle addressing technological, informational, and algorithmic asymmetries in electronic consumer contracts. By synthesizing contemporary regulatory instruments, judicial interpretations, and scholarly discourse published primarily between 2015 and 2024, this study identifies four major patterns of transformation: the expansion of good faith toward transparency-based fairness, the recalibration of contractual balance in platform-mediated environments, the integration of good faith with data protection and digital regulatory frameworks, and the emergence of a sustainability-oriented and future-facing model of digital contract governance. These findings confirm that the civil law doctrine of good faith is adapting in response to digitalization, reflecting broader regulatory shifts in consumer protection and digital market governance (Mak, 2018; Ranchordás, 2020; De Franceschi & Schulze, 2020).

4.1. The Expansion of Good Faith Toward Transparency-Based Fairness

The first major finding concerns the normative expansion of good faith beyond its traditional conceptualization as honesty in performance or loyalty in negotiation. Contemporary scholarship increasingly associates good faith in digital agreements with transparency, clarity of information, and protection of

reasonable consumer expectations. This shift aligns with European regulatory developments emphasizing pre-contractual disclosure and fairness in digital consumer contracts. Directive 2011/83/EU strengthened information duties in distance contracts, explicitly addressing the risks of online consumer transactions (Directive 2011/83/EU, 2011). More recently, Directive (EU) 2019/770 recognized the ongoing and update-based nature of digital services, requiring conformity and clear modification standards (Directive (EU) 2019/770, 2019). The literature demonstrates that transparency is no longer treated as a peripheral requirement but as a core manifestation of good faith in digital contracting. Busch (2019) argues that algorithmic pricing and personalized offers risk undermining fairness unless accompanied by meaningful disclosure. Similarly, Mak and Tjong Tjin Tai (2019) emphasize that transparency in digital architecture—often referred to as “design-based fairness”—must be understood as an extension of good faith obligations. Empirical studies further confirm that consumers rarely read standard terms and conditions, thereby challenging the assumption that formal acceptance equates to informed consent (Ben-Shahar & Schneider, 2014). As a result, scholars advocate reconceptualizing good faith as requiring accessible, intelligible, and proportionate disclosure mechanisms (Collins, 2018; Howells & Weatherill, 2017).

The findings also reveal that courts increasingly interpret unfairness in light of informational imbalance. Under Council Directive 93/13/EEC, unfairness is defined by significant imbalance contrary to good faith (Council Directive 93/13/EEC, 1993). Recent case law and commentary suggest that imbalance now includes opacity in data practices and hidden costs embedded in digital services (Micklitz & Reich, 2018). The doctrinal trajectory indicates that good faith is evolving from a reactive corrective principle to a proactive transparency-based fairness standard. This transformation has important implications for future research. Ongoing digital innovation—particularly in artificial intelligence and personalized marketing—will further test the boundaries of transparency. Scholars increasingly argue for “algorithmic explainability” as a component of contractual fairness (Ranchordás, 2020; Cafaggi & Micklitz, 2017). Sustainable consumer protection in digital markets may therefore depend on integrating technological literacy and disclosure standards into the doctrinal framework of good faith. Future longitudinal studies should examine how courts operationalize transparency-based fairness in disputes involving automated decision-making and digital platform ecosystems.

4.2. Recalibration of Contractual Balance in Platform-Mediated Environments

The second major finding concerns the structural recalibration of contractual balance within platform-based digital markets. Unlike traditional bilateral contracts, digital agreements frequently occur within ecosystems controlled by dominant intermediaries. These platforms impose standardized terms, retain unilateral modification powers, and integrate multi-layered service relationships. Scholars observe that such structures intensify dependency and limit consumers’ realistic ability to negotiate or exit (Cafaggi & Micklitz, 2017; Grundmann, 2017). The study identifies a growing body of literature arguing that good faith must adapt to these structural imbalances. Ranchordás (2020) notes that unilateral modification clauses challenge the temporal stability of contracts, thereby undermining legitimate expectations. De Franceschi and Schulze (2020) argue that digital conformity standards introduced in Directive 2019/770 reflect an attempt to restore balance in technologically dynamic environments. The principle of good faith increasingly functions as a safeguard against disproportionate contractual flexibility granted to service providers.

Furthermore, the literature highlights the relationship between good faith and the concept of abuse of rights in civil law theory (Zimmermann & Whittaker, 2000; Bénabent, 2017). In digital contracts, abuse may manifest not through overt deception but through exploitative design practices or disproportionate limitation of remedies. Collins (2018) emphasizes that good faith should prevent traders from leveraging technical complexity to evade substantive obligations. This interpretation reinforces the corrective and integrative dimensions of good faith within platform governance. The findings suggest that digital contract governance increasingly depends on reinterpreting balance not solely in textual terms but in structural and economic terms. Sustainable research in this area should explore comparative judicial responses across civil

law jurisdictions, particularly regarding unilateral modification clauses and automated service suspension. As digital markets evolve toward integrated super-platforms and ecosystem-based contracting, the principle of good faith may become central to preserving normative equilibrium between autonomy and protection.

4.3. Integration of Good Faith with Data Protection and Digital Regulation

The third major finding reveals an interdisciplinary convergence between contract law, data protection, and digital regulatory frameworks. The GDPR introduced robust transparency and consent requirements, emphasizing that consent must be informed and freely given (Regulation (EU) 2016/679, 2016). Although primarily a data protection instrument, its principles intersect directly with contractual legitimacy in digital services. Scholars argue that the convergence between data governance and contract law strengthens the informational dimension of good faith (Busch, 2019; Reyna, 2019). Mak (2018) observes that modern consumer law increasingly integrates regulatory objectives beyond traditional contract doctrine. Micklitz (2015) describes this as the “constitutionalization” of private law, where fairness principles reflect broader societal values. In digital contexts, this integration becomes particularly evident as contracts function simultaneously as service agreements and data processing frameworks. The literature demonstrates that hidden data monetization practices challenge classical understandings of consent, thereby requiring reinterpretation of good faith standards (Ben-Shahar & Schneider, 2014).

Moreover, platform governance and competition law developments further influence the interpretation of fairness in digital contracts (Cafaggi & Micklitz, 2017). Scholars argue that algorithmic discrimination and dynamic pricing mechanisms may undermine substantive equality, raising questions about whether good faith should encompass algorithmic neutrality and proportionality (Ranchordás, 2020). The intersectional nature of digital regulation suggests that good faith operates as a connective doctrinal principle linking diverse regulatory regimes. Future research should examine how emerging instruments such as the Digital Services Act and AI governance frameworks influence contractual fairness standards. As regulatory landscapes continue to evolve, sustainable scholarship must explore whether good faith can function as a unifying normative principle across fragmented digital governance regimes. Longitudinal doctrinal studies may reveal whether judicial reasoning increasingly integrates data protection principles into contract law analysis.

4.4. Toward a Sustainability-Oriented Model of Digital Good Faith

The final major finding concerns the emergence of a sustainability-oriented understanding of good faith in digital agreements. Sustainability in this context refers not only to environmental considerations but to the long-term stability, transparency, and trustworthiness of digital market relationships. Scholars argue that digital consumer protection must move beyond reactive enforcement toward proactive governance frameworks that ensure systemic fairness (Grundmann, 2017; Micklitz & Reich, 2018). The literature suggests that sustainable digital contracting requires balancing innovation with accountability. Ranchordás (2019) emphasizes the need for adaptive regulation that preserves flexibility while safeguarding consumer expectations. Mak and Tjong Tjin Tai (2019) argue that embedding fairness in technological design enhances long-term trust in digital markets. This perspective aligns with the evolving role of good faith as a principle promoting reasonable expectations and proportionality.

Empirical trends indicate increasing judicial reliance on fairness standards in digital disputes, particularly regarding subscription cancellations, hidden charges, and automated service termination (De Franceschi & Schulze, 2020). The integrative function of good faith thus supports sustainable market participation by preventing opportunistic exploitation. Collins (2018) underscores that fairness-oriented contract interpretation fosters predictability and legitimacy. Sustainable future research should examine comparative enforcement patterns and empirical consumer outcomes. Interdisciplinary collaboration between legal scholars, technologists, and behavioral economists may further refine doctrinal responses to

algorithmic contracting. As digital ecosystems expand globally, the principle of good faith may evolve into a central normative anchor for sustainable digital commerce, ensuring that technological innovation remains aligned with civil law values of balance, fairness, and trust.

V. Conclusion

This study has demonstrated that the principle of good faith in civil law is undergoing a substantive transformation in response to the rise of digital agreements and the structural complexities of electronic consumer contracts. Traditionally anchored in notions of honesty, loyalty, and balanced performance, good faith now operates within a technologically mediated environment characterized by algorithmic governance, standardized platform contracts, unilateral modification clauses, and data-driven personalization. The analysis confirms that contemporary legal developments—particularly in European consumer protection and digital regulation—have progressively reoriented good faith toward transparency-based fairness, structural balance, and protection of reasonable consumer expectations. Rather than functioning solely as a corrective doctrine applied *ex post* to unfair clauses, good faith increasingly serves as a proactive governance principle capable of addressing informational opacity, technological asymmetry, and dynamic contractual modification in digital markets. This doctrinal evolution reflects a broader recalibration of the relationship between contractual autonomy and regulatory intervention, positioning good faith as a central normative anchor for ensuring legitimacy and trust in electronic commerce.

From a theoretical perspective, the findings contribute to civil law scholarship by clarifying that good faith in digital agreements should be conceptualized as a multidimensional principle integrating transparency, proportionality, technological accountability, and structural fairness. The research advances the argument that digitalization does not diminish the relevance of classical contract doctrine but instead necessitates its reinterpretation. Good faith emerges as a connective principle linking contract law, consumer protection, data governance, and platform regulation. This interdisciplinary integration reinforces the constitutionalization of private law, where contractual relationships are evaluated not solely through formal consent but through their alignment with broader societal and regulatory values. The study therefore enriches doctrinal theory by demonstrating that good faith is evolving from a predominantly interpretative and corrective tool into a systemic regulatory standard capable of guiding sustainable digital market governance. This theoretical reframing opens avenues for further comparative and longitudinal research on how courts operationalize good faith in disputes involving artificial intelligence, algorithmic pricing, and cross-border digital platforms.

In managerial and practical terms, the transformation of good faith carries significant implications for digital service providers, platform operators, and policymakers. Businesses operating in digital markets must recognize that compliance with formal disclosure requirements is no longer sufficient; sustainable contractual legitimacy increasingly depends on embedding transparency, fairness in design, and proportional modification practices into digital infrastructures. Platform governance models should therefore integrate clear communication mechanisms, predictable modification policies, and accessible remedies to align operational strategies with evolving fairness expectations. For regulators and policymakers, the findings underscore the importance of harmonizing consumer protection, data protection, and digital services frameworks to ensure coherent enforcement and prevent regulatory fragmentation. Ultimately, fostering sustainable digital commerce requires collaborative engagement between legal institutions and market actors to internalize good faith not merely as a legal obligation but as a strategic principle of trust-building and long-term value creation in electronic contracting environments.

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