

**Legal Literature****Legal Literature Details****Member State:** Greece**Title:** Applicable law clauses in consumer contracts concluded on the Internet**Subtitle:****Type:** Article**URL:****Author:** ZAPRIANOS, N.**Reference:** Ρήτρες εφαρμοστέου δικαίου σε καταναλωτικές συμβάσεις μέσω Διαδικτύου. Lex & Forum. 3/2021. pp. 769-786**Publication Year:** 2021**Keywords:** distance selling, digital content, terms and conditions, transparency**Directive Articles**

Unfair Contract Terms Directive, [Article 1](#), [2](#). Unfair Contract Terms Directive, [Article 3](#), [1](#). Unfair Contract Terms Directive, [Article 5](#) Unfair Contract Terms Directive, [Article 5](#) Unfair Contract Terms Directive, [Article 6](#), [2](#). Unfair Contract Terms Directive, [ANNEX I](#)

**Headnote**

The article discusses the validity of choice-of-law clauses in consumer contracts concluded on Internet. It is clarified that it is possible for the parties to choose the applicable law under Rome I Regulation and further proceeds to the standardised choice-of-law clauses which, in a consumer contract, are usually included in the general terms of service. Examining the application of Directive 1993/13 to these clauses, the author states that they fall under its scope due to the Directive's horizontal effect and refers to CJEU C-191/15, invoking the principle of transparency. The notorious decision stressed that the unfairness of such a clause may result from a formulation that does not comply with the requirement of being drafted in plain and intelligible language, set out in Article 5 of Directive 93/13. The author concludes that, in consumer contracts, the standardised choice-of-law clauses are reviewed for their clarity and transparency, but not for their unfairness by content, since the latter is precluded by Regulation Rome I.

**General Note****Related Cases**

No results available