

PURPOSE OF THE PROJECT:

Nowadays, in consumer transactions, the possibility to personalize the content of the agreement according to the expectations and the specific situation of a person emerges. The aim of the study is to examine whether such individualization affects the rights and obligations of the entrepreneur and the consumer under civil law. What are the legal consequences of personalization of a contract? Is the existing consumer law adequate to regulate this new phenomena and does it guarantee contractual balance? Determining the previous will form the basis for assessing the adequacy of the existing legal standards in the field of consumer law and will allow to form postulates *de lege lata* and *ferenda*.

RESEARCH CONDUCTED DURING THE PROJECT:

The research will include: identification of information obligations of entrepreneurs if concluding profiled agreement, the scope of their responsibilities in the event of failure to fulfil information obligations, a method of decoding content of the contracted and contractual obligations of the parties, subsumption of selected legal norms and identifying gaps in the system of consumer law. Dogmatic analysis will be based on the provisions of the Polish consumer law and relevant EU regulations. The point of reference will be: the design of the optional instrument and regulations of selected entrepreneurs using personalization mechanisms. Theoretical legal analysis will be broadened by a study of selected case law of common courts.

REASONS FOR THE STUDY:

So far, a large part of agreements concluded by consumers was of the adhesive character. It was necessary to protect consumers against unfair behaviour or practices of professional actors, especially the abuse of the lack of equality between the parties. Several legal instruments to protect the consumer were introduced on the pre-contractual stage (i.e. extensive information duties) while shaping the content of the agreement (instruments enabling a modification of the content of agreement in case of imbalance in the contract) and to protect the consumer during performance of contractual obligations by the parties as well as afterwards.

Nowadays, this model gradually disappears. At the pre-contractual stage profiling of the consumer is held - through the use of forms, questionnaires or interviews professional entity acquires an extensive database about potential customers. Basing on that information, the entrepreneur generates a matching offer - both in terms of the information made available on the pre-contractual stage and the content of the agreement itself - to the individual characteristics and needs of the customer. Standardization disappears, hence the question as to the classification of such an agreement arises. Provided there has been automated adjustment of the offer to the customer profile, contract can be considered individually negotiated. Likewise the information duties of the entrepreneur are different. Automatization of the pre-contractual stage and active position of the consumer also affect the scope of liability. The emergence of new marketing trends therefore changes the face of consumer trade.

Personalization of contracts concluded by consumers affects the way of decoding the content of contractual relationship, the contractual duties and rights of the parties and their liability under civil law. The evaluation of the mentioned in the light of the civil law leads to a number of doubts - both as to the classification of personalized contracts, the possibility of the application of consumer law and the adequacy of the legal instruments of contemporary consumer law.