

E-Commerce Platforms and Liability in the AI Era¹

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Abstract

The widespread use of e-commerce platforms poses new questions to the law maker and law enforcer. The mere definition of a platform is obscured by notions such as Internet of Things and Artificial Intelligence. A potential personification necessitates an exact description of legal personhood as a prerequisite. As a result, a more conventional treatment of a platform reveals its very nature as a service and leads to further problematics concerning the supplier liable to users, especially in the case of the undisclosed agency, the rights holder and the law applicable to contractual and extra-contractual obligations. The issued points are of a growing importance since the use of AI establishes itself as a common cause of liability, often contrary to public policy provisions, including personal data and other personality rights protection.

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JEL Classification: K11, K15, K24

1. Introduction

The sunset of the second millennium A.D. found the law with the same certainties as its dawn in the second millennium B.C.: human or natural and artificial or legal persons are the subjects and sole actors in the legal order, claims, things and services are the objects, the notions of a person, a claim, a thing or a service are quite clear and definite.

The third millennium A.D. cast its shadow over the traditional legal concepts of the past right from the beginning. The specific difference between the last two decades and the past is World Wide Web. The Web is not a mere advancement in technology. Technological progress has been rapid since the First Industrial Revolution, yet our concepts of the world remained unscathed. What makes the difference nowadays is the fact that core traditional concepts undergo a complete metamorphosis.

The first casualties of law in the war of technological change were the notions of a thing and a service. Before the widespread use of the Web our senses governed our perception of the world. A more or less general distinction was the following: a tangible object of promise was a described as thing, in contrast to an intangible one, which was described as a service. Although intellectual property introduced a certain distinction between the material medium and the content protected, it still remained a

¹ Dr. Dimitrios Devetzis has written the parts III & IV, PhD. candidate Simos Samaras has written the parts I & II. The opinions expressed in all the parts are accepted by both authors, who have co-edited the whole article.

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common rule that a material medium cannot be distinguished as an object of rights from its content, i.e. you cannot sell a content incorporated without a material medium. The borderline between thing and service was explicit.

The digital distribution of content without any solid background obscured the difference between things and services. Thus far the change was radical but within the limits of common perception. It is the next step that apparently seems to contradict our established ideas on subjects and objects of law.

Automation is nothing novel either in law or in technology. Windmills or watermills have given evidence thereof since the early antiquity. The development of telecommunications has offered a lot to a faster contact, but the way we made business remained intact. Offer and acceptance were still expressed by humans despite the alteration of means. Ticket machines, vending machines and photo booths constitute primitive examples of automatically established contractual relations. Up until then no one regarded them as something original outside our frame of reference. They were machines operated by humans in distance having no separate will but the one of their operators. These machines being incapable of taking initiatives of any kind were in fact nothing more than means of performance that operated under a close or distant surveillance of a certain natural person.

A fruit of the technological progress of our century is fuzzy logic applications, i.e. applications that do not strictly follow their master's voice. These applications give the impression of an autonomous functionality resembling that of a human. The personification lying within a common way of understanding emphasizes the respective effect. A typical example of such a personification is the so called e-commerce platforms. The platforms combine fuzzy logic, global access through the Web, and a quick way to enter into and perform an agreement on behalf of the seller or the supplier without any direct human involvement. So, platforms contain all ingredients needed for a new legal issue, novelty of the topic and lots of people concerned.

Suddenly, it appears that a new subject of law has emerged, one that is neither a natural person nor a legal one. If someone combines the appearance of a platform with some kind of an indemnity in favour of the administrators, then certain questions become crucial: What is a platform? Is it liable to counterparties? If so, can its administrators be indemnified? If not, on what conditions are they liable? An answer to all these questions presupposes an explicit definition of the legal person, which will, consequently, elucidate the notion of the platform and the conditions of liability.

2. Issues of fact and law concerning e-commerce platforms

2.1. Legal person

At the core of every legal order lies the notion of a legal person. Despite the usefulness, the legislator deliberately abstains from giving an evident definition of it without this being inevitable. The very importance of the person as the subject of rights and obligations calls for a universal approach regarding interpretation due to the geographically limitless effects of the Web.

First of all, a legal person is a bearer of certain distinct features. So, a legal

person logically follows the notion that comprises these features; this notion is legal personality.

It is no surprise that legal personality has marked legal thought since the end of the Second World War. One of the first legal documents with broad acceptance and influence, though not legally binding, the Universal Declaration of Human Rights, refers to it in article 6 of the French version⁴, which intentionally diverges in form and structure from the equally valid English version⁵. Since the two language versions share by definition the same meaning, legal personality expresses a combination of an autonomous existence and legal capacity; to this effect converge the provisions of all major European legal orders, which as influential on the rest of the world introduce a general principle of global application.

The fact that a legal person bears legal personality means that it is an independent body legally capable of acquiring rights and undertaking obligations. Such a capacity requires an entity capable of taking decisions on its own to its interest; the first and most important decision of this kind for an entity is to claim recognition from the others as such. Decision making demonstrates graphically the very essence of legal personality, because it presupposes a separate existence and entails the acquisition of rights and obligations. Thus, taking decisions is a trait of legal personality, an inherent quality expressed through self-selection; it is not something optional, potential or additional. In other words, decision making as an expression of personal will literally speaking; the one, person, cannot go without the other, will.

In brief, the notion of legal person describes a separate legal entity inherently capable of making decisions through which it acquires rights and undertakes obligation by its own will.

2.2. Development & features of e-commerce platforms

2.2.1. A fruit of the Web and its advancement

The word “platform” is new in legal context but old in common language. One of the various meanings of the word commonly used is that of a flat surface made of a strong material capable of supporting the weight of ponderous things plied or people standing or working thereon. So, a popular use of “platform” lies in a multipurpose, yet primitive device for the achievement of multiple and diverse tasks. This meaning crossed the border of common usage and entered the transactional phraseology of digital commerce. In order to understand the particular meaning of a platform, it is necessary to give a short account of what is known as the World Wide Web and the challenges that embraces.

The original challenge faced by the founders of the Web was the secure and liable exchange of processable information. This challenge was open to interpretation and further advancement. The Web started as a means of communication⁶, as a form of

⁴ « Chacun a le droit à la reconnaissance en tous lieux de sa personnalité juridique. »

⁵ “Everyone has the right to recognition everywhere as a person before the law.”

⁶ Mark Handley and Jon Crowcroft, *The World Wide Web: Beneath the surf* (London: UCL Press, 1995; repr. New York: Routledge, 2016), 1.

exchanging information in written form⁷. Since dispatch and reception of long texts became available⁸, the Web expanded on exchange of image⁹, and later sound and video¹⁰. The exchange of massive amounts of information necessitated the access via permanent points of approach; from that time on websites and online storage emerged¹¹.

The next challenge faced by the developers of the Web was the transformation of offline applications to online; in other words, the next task faced was the creation of an online work environment¹². As said before, the Web was introduced as an alternative communication medium; it was a carrier, not a producer of information¹³. With the establishment of websites things started to change. The Web was no more something totally dynamic, something “on the move”; it included elements, the websites, which were static, to be more precise no less static than a personal computer running certain applications¹⁴.

If a website was as static as an offline PC, why couldn't it perform the same tasks as a PC. One could argue that the communication architecture between websites and PCs was different, yet the principle behind both was the same: a graphical user interface and various computer applications executed in the background¹⁵. If we somehow bypassed the impediments of local distance and software architecture, we could produce the same results¹⁶. Never did the operator constitute a difference between online and offline operation, besides there could be a personal computer accessible to everyone and a website accessible to a few. The actual concept underlying the whole reflection is simple, one and only: could websites operate in the same way as offline applications: The answer is “yes” provided that advancement in computer technology would support the venture; simply a mere matter of time.

The fullness of time came in the third millennium A.D., more specifically, in the middle of the first decade of the twenty-first century. Computer technology became mature enough to offer both to programmers and to end users the same experience offline and online. From that point forward our potentials were limited only by our imagination: it was when e-commerce platforms made their appearance with their modern meaning.

2.2.2. Particularities

Multitasking, role vagueness and multiplicity. The word “platform” was initially used with a much narrower meaning in the context of e-commerce. At first

⁷ James Gillies and R. Cailliau, *How the Web was Born: The Story of the World Wide Web* (Oxford: Oxford University Press, 2000), 23 et seq., 29.

⁸ Michael A. Banks, *On the Way to the Web: The Secret History of the Internet and Its Founders* (Berkeley, CA: Apress, 2008), 29-30.

⁹ Banks, *On the Way*, 32; Tim Berners-Lee, *Weaving the Web: the original design and ultimate destiny of the World Wide Web by its inventor* (New York: HarperCollins, 1999), 59.

¹⁰ Banks, *On the Way*, 40.

¹¹ *Ibid*, 47.

¹² Gillies and Cailliau, *Web*, 214.

¹³ *Ibid*, 30 et seq.

¹⁴ *Ibid*, 167.

¹⁵ Berners-Lee, *Weaving the Web*, 86; Gillies and Cailliau, *Web*, 214.

¹⁶ Berners-Lee, *Weaving the Web*, 6.

platform denoted a software application capable of accomplishing miscellaneous tasks, for which multiple applications should be employed¹⁷; that was also the legal interpretation of the term¹⁸. In this regard platform clearly echoed its original sense of a unifying and multitasking mechanism. So, platform in the beginning was clearly an object like any other object in law.

The exponential growth in use of the World Wide Web increased the potential participants in an even wider market and transformed the function of platforms. When platforms emerged, they were designed to cover the needs of one seller or supplier at a time or at maximum of a limited number of them, who were also the administrators. In simple words, the original platforms were sophisticated multi-tools for an advanced environment traditionally functioning; they were apparently within the limits of traditional legal concepts. In a wired world and a consequent global market of advanced technology platforms could satisfy further demands.

Progress in software development permitted multitasking applications with various administrators of a different hierarchy. It was no more necessary to have a website of one or more, but limited, sellers or suppliers of equal administrative rights towards a multiplicity of potential customers. There could be a platform developed by a certain person accounting for the proper web operation and holding the utmost of administrative rights, with multiple sellers or suppliers of limited administrative rights not contracting directly with the customers, but through the platform.

This indirect business contact relies on certain prerequisites. First, a platform is necessary only with numerous providers; a website making available the goods or services of a limited number of providers cannot be a platform. Second, it presupposes an automated conclusion of a contract in large scale, since the necessity of a direct human involvement, i.e. employees as persons of direct contact, would complicate the venture. Third, the active role of a platform confines the respective role of a provider, i.e. that apart from the mediated character of the agreement the identity of the provider, including contact information, remains largely undisclosed¹⁹.

The aforementioned attributes could be combined²⁰ with other sophisticated technological features such as fuzzy logic²¹.

Fuzzy logic. Fuzzy logic expresses a choice among multiple values, that is not only “yes” or “no”²². In this respect fuzzy logic is a technical equivalent of human

¹⁷ Amjad Umar, *Third Generation Distributed Computing Environments: Middleware, Web Services, Platforms, and Architectures* (Fort Lauderdale, FL: NGE Solutions, Inc. 2004), pp. 10-39 & 10-40; W.S. Whyte, *Enabling eBusiness: Integrating Technologies, Architectures and Applications* (New Jersey, NJ: Wiley, 2004), 89.

¹⁸ Yves Poulet, “How to regulate the internet: new paradigms for internet governance.” In *E-commerce Law and Practice in Europe*, eds. Ian Walden and Julia Hörnle (Cambridge, England: Woodhead Publishing Ltd., 2001), sec. 1 chap. 2 p. 7.

¹⁹ See recital 28 of Regulation EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act), OJ L 277, 27.10.2022, pp. 1–102.

²⁰ M.J. Patyra, “Editor’s preface”, in *Fuzzy logic: implementation and applications*, eds. M.J. Patyra and D.M. Mlynek (Stuttgart, New York: Wiley, 1996), xi.

²¹ Stefan Schmidt; Robert Steele; Tharam Dillon; and Elizabeth Chang, “Applying a Fuzzy Trust Model to E-Commerce Systems”. In *AI 2005: Advances in Artificial Intelligence*, eds. Shichao Zhang and Ray Jarvis (Berlin, Heidelberg, New York: Springer, 1998), 318.

²² F. Martin McNeill and Ellen Thro, *Fuzzy Logic: A Practical Approach*, (Boston: AP Professional, 1994),

logic restricted in its implementation by coding capability and programming restrictions. So implemented fuzzy logic is – definitely – not exactly human logic but something resembling to it and acceptable as logical²³. In other words, the relation between implemented fuzzy logic and human logic is similar to the one between prostheses and body parts: something close thereto, but not the same.

This similarity between human mental activity and computer functions underlies the whole concept of Artificial Intelligence. In fact, fuzzy logic is a combined implementation of two types of Artificial Intelligence, Reactive AI²⁴ and Limited Memory AI.

The involvement of fuzzy logic in digital commerce seemingly benefits a customer. Instead of having one or more standard options, the potential customer could have a variety of options all custom-made to fit his needs. But if fuzzy logic worked to the sole benefit of a customer, then there would be no motive for a provider to use it. Fuzzy logic works first and foremost to the benefit of sellers or suppliers, that's why it is employed. The range of alternatives is carefully selected and cautiously presented, so that an average unsuspecting customer is entrapped among choices moderately gratifying his wants.

The involvement of the Internet of Things has played a crucial part in the illusory benefit of the customer. The fact the platform administrator purposefully conceals both his identity and the ones of the providers participating gives the impression that the customer manipulates the program and makes all the arrangements in the way that an accountant uses a calculator. In fact, this is a rather deceptive impression and the reality is closer to the tamer and the animal with the customer not performing as a tamer.

If an arrangement of proposals still respects a certain margin of choice by a customer, a more direct application of fuzzy logic would appear least deferent.

Fuzzy logic means a selection from infinite choices. The range of choices can depend, inter alia, on the availability of the product or the service, the circumstances of the conclusion of the contract or even the personal characteristics of the potential customer, like his persistence or fading interest. Such a choice means that what is demanded as a price is not fixed in advance but fluctuating or, more simply put, it is bargained over. This means, for example, that two people buying a flight ticket from the same carrier, for the same flight, of the same class, in the same availability will pay differentiated prices.

Fuzzy logic is not, technically speaking, an indispensable characteristic of a platform. However, conditions of competition would leave no place for a seller or supplier not taking advantage of fuzzy logic.

2.2.3. Personality

Having described the process leading to platforms and their essential characteristics it is possible to classify a platform into the internal law distinctions.

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²³ McNeill and Thro, *Fuzzy Logic*, xv.

²⁴ M. Lee, "Robotics", in *Principles of Robotics & Artificial Intelligence*, ed. Donald R. Franceschetti (Amelia, NY: Grey House Publishing, Inc., 2018), 253.

A platform being in the best-case scenario a combination of sophisticated computer software and hardware cannot be described as anything else than an object of law. This statement is not invalidated by the obscurity of the identity of the providers or the multiplicity thereof, for the reason that both the former and the latter imply the existence of other persons.

The employment of fuzzy logic and Internet of Things could in theory obfuscate the very nature of a platform, if the bipartite argumentation was not contradictory in terms. If a platform is an implementation of the Internet of Things, then it is certainly a thing, so it cannot constitute a person; if a platform is an implementation of fuzzy logic that regarded as literally personal, then it does not belong to the Internet of Things, which is the original argument.

A one-sided approach of a platform, solely in regard to fuzzy logic, does not ameliorate the situation. Here the issued point is merely fuzzy logic. The latter thoroughly understood is no sign of a mental activity, so no sign of a will. Will is inherent and self-selected. Fuzzy logic is by definition heteronomous and manipulated, so fuzzy logic cannot be considered as will. Consequently, a platform is under no interpretation a legal person; it is merely a service sophisticated provided through the Web, an object of law.

3. Liability and applicable law

3.1. General remarks on applicable law

The answer to the question whether a platform is a subject, or an object of law moves the debate forward in contractual and extra-contractual liability for acts performed with the use of it.

A premise on which attribution of responsibility rests is the determination of the applicable law. It could be argued that the particular determination of law depends on jurisdiction, that the competent court will decide thereon. From this perspective, applicable law is nothing more than a procedural matter resolved within the frame of a dispute settlement. So, the applicable law is not determined objectively and it is subject to various interpretations. Such an approach, typical of the thought of many legal practitioners, deprives the whole problematic from its theoretical aspect transforming it into a technicality of an unforeseeable outcome. The choice of applicable law nurtures thus uncertainty in law demolishing every attempt to clarify the role and nature of e-commerce attempts. In this regard, a casuistic view of the issue is simply out of the question and a predictable answer remains the major challenge.

At the point when the exact nature of a platform is clearly defined, the law applicable to contractual and extra-contractual liability follows the rules currently in effect. Due to the close relation to liability rules, the particular implementation of the applicable law is examined within the frame of the respective types of liability focusing on European Union Law.

3.2. Contractual liability

The quintessence of every binding contract lies in contractual liability²⁵. Therefore, it is of the utmost importance to determine the law applicable to contracts concluded through a platform. The point is which contracts are concluded through a platform, because it plays the role of an intermediary service. This intermediation is not limited to intermediation between customers and providers, as one could envisage without bearing in mind the presence of the platform administrator. His interference alters the geometry of relations from linear to triangular to the casual eye; apart from the expected legal relationship between provider and customer, two more seem to be added: one between provider and administrator and another between customer and administrator. Yet appearances are deceptive.

An inherent feature of a platform is the obscurity of the seller or supplier. The potential customer does not know beforehand who his provider is – and there is a great chance that he will never know. This is a principal function of a platform as a cloak of disguise. A customer is given deliberately the impression of transacting business with the platform or, in the best-case scenario, with the administrator thereof. Even the content of usual declarations of the parties is largely distorted. The customer is deluded that he contacts an agent of an unknown principal, so that neither the apparent agent nor the apparent principal bears any responsibility at all, the former as a non-contracting party and the latter as an unknown party. Such a representation of a legal relation is misleading no matter what the applicable law is, since it circumscribes the right to compensation leading to a total exclusion of liability; as a result, it violates public policy rules.

So long as the principal is hidden under a cloth of concealment made of standard contract terms, the agent is substituted for him as a counter party according to the doctrine of undisclosed agency²⁶. The relation projected as between an unknown provider and a known customer becomes one between the latter and the platform administrator. The law applicable to this contract is stipulated in Regulation 593/2008/EC (“Rome I Regulation”)²⁷.

Unless chosen by the parties (art. 3 of “Rome I Reg.”) applicable law depends on the quality of the counterparty as a consumer or not. The principal criterion of the distinction is the purpose accomplished with the contract by the respective party. At first sight this model could be considered as totally subjective and confusing, if there was no standard of an objective impression like the one employed with the verb “regard” (art. 6(1) of “Rome I Reg.”), which inevitably refers to the characteristic performance of the contract. Therefore, in most cases the law applicable to the contract is the law of the country, where the habitual residence of the customer is, provided that the provider exerts or directs there his activity (art. 6(1)(a) & (b) of “Rome I Reg.”), i.e. behaviors exceeding a simple fulfillment of obligations.

Contractual liability is full and fault-based. This means that the person liable

²⁵ Oliver Wendell Holmes, Jr., *The Common Law* (Boston: Little, Brown & Co. 1881), Reprint, New York: Dover Publications, 1991, 301.

²⁶ To this effect, see articles 4 and 6(3) of Reg. 2022/2065/EU as well as recitals 21, 23, 24, 25 of the same Regulation.

²⁷ OJ L 177, 4.7.2008, pp. 6–16.

can be excluded from liability only if his contract violation is not due to his fault or the fault of persons controlled by him and used for the performance of his obligations.

3.3. Extra-contractual liability

Although contractual liability is of great concern for contracting parties, extra-contractual liability attracts the attention even when there is no valid contract. Such a liability often emerges within the frame of a contract performance, an attribute rendering it complicated due to the fact that it is confused with contractual liability. As regards the person liable to a potential customer, the observations regarding contractual liability apply, *mutatis mutandis*, thereto. Two particular sources of liability problematize the most: personal data and infringement of personality rights with possible commercial use such as image or sound of a natural person.

As regards data protection, 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, GDPR)²⁸ contains a rule of immediate application (*loi d'application immédiate*) as long as the data controller or processor either operate in the European Union or they provide goods or services therein (art. 3), including platform administrators (art. 2(4))²⁹.

As far as personality rights are concerned, one would expect that the matter is governed by the respective Regulation (Regulation “Rome II”)³⁰, which nevertheless excludes them from application (art. (1)(2)(g)). This does not mean that the European legislator gives no hint of solution, because it iterates what is common ground in the European Union, that is the general application of the rule of the “*lex loci delicti commissi*”³¹. After all, the Regulation “Rome II” does offer some help.

The major difference between the liability due to violation of personal data and that of the infringement of other personality rights is that the GDPR introduces a system of strict liability, that is regardless of fault (art. 82(1)), whereas the violation of other personality rights introduces common tort liability, i.e. depending on the proof of law violation and fault.

3.4. Particular remarks

Civil liability refers to the legal obligation of one party to compensate another due to harm or injury caused by the former's actions or negligence. As artificial intelligence (AI) systems become more autonomous and integrated into daily activities, the question of civil liability becomes increasingly complex. Unlike traditional products or services, AI systems can learn, adapt, and make decisions independently, challenging existing legal frameworks designed for human actions or static products.

The crux of the AI civil liability debate revolves around determining who

²⁸ OJ L 119, 4.5.2016, pp. 1–88.

²⁹ See recital 21 of Reg. 2016/679/EU.

³⁰ Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) (OJ L 199, 31.7.2007, pp. 40-49).

³¹ See recital 15 of Reg. 864/2007/EC.

should be held responsible when an AI system causes harm: the developer, the user, the owner, or the AI itself. The European Union has taken steps to address this issue with its proposal for a legal framework on AI, suggesting a risk-based approach to regulation³².

One of the proposed solutions is the implementation of an AI liability Directive, which would place responsibility on the AI system's operator, defined as the entity with significant control over the risk associated with the AI system's operation³³. This could include both direct control, such as inputting data and setting parameters, and indirect control, such as the ability to stop or modify the system's functioning.

The operator would be liable unless they can prove they did not act negligently. The criteria for negligence would depend on the standards of care, which would consider the state of the art in AI, the expected skills of the operator, and the nature and risk of the activity. This approach aligns with the general principles of tort law, which aim to compensate the victim while promoting careful conduct and innovation.

However, this proposal has been met with concerns from various stakeholders. The AI industry argues that strict liability could stifle innovation by creating a high-risk legal environment³⁴, while consumer protection groups worry that placing too much emphasis on operator control could let developers off the hook for releasing potentially harmful AI systems³⁵.

Another aspect of the civil liability debate is the role of insurance. Some have suggested mandatory insurance for AI systems, similar to car insurance, to ensure compensation for victims³⁶, while others argue for a compensation fund supported by the AI industry³⁷.

The issue of AI personhood has also been raised, with some arguing that highly autonomous AI systems should be granted a form of electronic personhood to bear responsibility³⁸, a concept that has met with skepticism from legal scholars and ethicists who question the morality and practicality of such a move³⁹.

4. Conclusion

So far as e-commerce platforms are concerned, there is no greater threat than their misunderstanding.

Notwithstanding the technological evolution, platforms remained on the same side of the law, the field of objects of the law. In this regard platforms brought no evolution to legal institutions as they are known from the dawn of the humanity. The

³² European Commission, *White Paper on Artificial Intelligence: a European approach to excellence and trust*, COM(2020) 65 final.

³³ European Parliament, *Civil Liability Regime for Artificial Intelligence*, 2020/2014(INL).

³⁴ Chamber of Commerce of the United States of America, *Comments on the White Paper on Artificial Intelligence: a European approach to excellence and trust*, 2020.

³⁵ BEUC, The European Consumer Organisation, *Artificial Intelligence: BEUC's recommendations for a consumer-centric AI*, 2019.

³⁶ H. Surden and M.A. Williams, "Technological Due Process", *Wisconsin Law Review*, 2016 (1).

³⁷ D.C. Vladeck, "Machines without Principals: Liability Rules and Artificial Intelligence", 89 *Washington Law Review* (2014), 1.

³⁸ J. Turner, *Robot Rules: Regulating Artificial Intelligence* (London: Palgrave Macmillan, 2018), passim.

³⁹ J. J. Bryson; M.E. Diamantis; and T.D. Grant, "Of, for, and by the people: the legal lacuna of synthetic persons", 25 *Artificial Intelligence and Law* (2017: 3), 273-291.

fact that e-commerce platforms, along with other fruits of modern science and technology, have given rise to a so extended theoretical debate touching core notions of the legal order indicates how fragmentary, casuistic and logically inconsistent legal order is for a significant part of jurists.

Having resolved the physical and legal nature of e-commerce platforms, the applicable law and liability answer for themselves. Since a platform is nothing more than an intermediary service, a conflict of laws in sales of goods or provision of services with a foreign element is settled irrespective of the involvement of the platform. The legislator seems to have taken into account the existence and nature of intermediary services and decided not to exempt them from liability, when they are directly involved in the supply of goods or services like in the case of concealed providers.

The extent of liability depends on the source of it, yet it makes no surprise that platform administrators are no less subject to liability than any other goods or service provider.

Despite the extensive and numerous efforts especially made by certain legal practitioners, the scene of law has not been obscured by ideas novel only by name. An effort to that direction would only complicate the things without offering any considerable alternative to current legal systems, which can still manage quite effectively the World Wide Web.

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