A Comparative Study of the Contractual Liability of E-Commerce Platforms Toward Consumers in Iranian Law and European Union Law

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Abstract

The expansion of e-commerce platforms and their intermediary role has turned the contractual liability of these platforms toward consumers into a major legal challenge. This study aimed to comparatively analyze the foundations, scope, and mechanisms of this liability in Iranian law and European Union law and to propose context-specific solutions for Iran. The study was conducted using a descriptive-analytical and comparative method, with library-based data collected from primary sources, namely legislation, and secondary sources, including articles and books. The legal frameworks of Iran and the European Union, with emphasis on recent regulations such as the DSA and the DMA, were analyzed and then systematically compared. In addition to the analysis of positive law, the judicial practice of Iranian courts and the judgments of the Court of Justice of the European Union were examined to clarify the limits of the liability of digital intermediaries. The economic dimensions of risk allocation and the effects of emerging technologies, such as artificial intelligence and personal data protection, on the scope of platforms' contractual obligations were also investigated. The findings revealed a deep gap between the two legal systems. Iranian law has a fragmented, ambiguous framework that lacks effective enforcement guarantees, whereas the European Union has established transparent mechanisms and powerful supervisory authorities through a preventive, integrated approach based on "responsible governance." The European model is characterized by proactive and tiered obligations imposed on platforms according to their size and impact. To keep pace with the digital economy, Iran's legal system requires fundamental reform. Enacting comprehensive legislation, establishing a specialized and powerful regulatory authority, implementing rapid dispute-resolution mechanisms, and adopting a conditional tiered liability regime are among the essential solutions inspired by European experience for creating legal certainty and ensuring the balanced development of e-commerce in Iran.

Keywords: contractual liability, e-commerce platform, consumer rights, comparative study, European Union, Digital Services Act (DSA).

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1. Introduction

The expansion of digital technologies and the Internet has led to the emergence of e-commerce platforms as central actors in new markets. By acting as intermediaries, these platforms provide an infrastructure for the conclusion of countless contracts between sellers and consumers. However, the multilateral and indirect nature of these relationships has created complex legal challenges concerning the "contractual liability" of platforms toward consumers. When goods or services offered through a platform are defective, inconsistent with the stated description, or delivered late, a fundamental question arises: who bears the duty to compensate the consumer for the resulting loss? Is the platform, as a mere intermediary that only enables communication, exempt from liability, or, given its degree of control, economic benefit, and the trust it creates within its commercial environment, does it assume obligations beyond the role of a simple host? In Iranian law, the answer to these questions remains uncertain. Existing legislation, including the E-Commerce Law of 2003, belongs to the early stage of this technology and has failed to keep pace with the dynamism and complexity of platform business models. As a result, judicial practice and legal doctrine have fluctuated between theories of limited and expanded liability (Hosseini et al., 2023; Mirlouhi, 2025). By contrast, the European Union, through the adoption of advanced regulations such as the Digital Services Act in 2022, has moved toward a model of "liability governance" in which proactive obligations and the accountability of platforms, especially digital giants, are clearly articulated (Frosio & Geiger, 2023). This theoretical and practical gap between the two legal systems makes a thorough comparative study necessary in order to examine the foundations, scope, and mechanisms of the contractual liability of platforms and to propose context-specific solutions. Clarifying the contractual liability of e-commerce platforms is fundamentally important for several reasons. First, determining the legal position in this field contributes significantly to legal certainty and trust in domestic e-commerce. Consumers must know what legal support is available to them when a problem arises and to what extent the platform is accountable. Second, for platforms themselves, clarifying the limits of liability increases the predictability of legal costs and facilitates the development of innovative activities within a defined framework (Lefouili & Madio, 2022). Third, Iran's legislative and judicial system faces a legal gap, and this study can provide a roadmap for reforming domestic regulations or reasonably interpreting existing rules by offering a comparative analysis of an advanced legal system, namely the European Union. Fourth, given the growing volume of online transactions and the vulnerability of consumers, this study contributes to strengthening the protection of their fundamental rights as the weaker party to the contract (Salehi et al., 2023). Accordingly, the present research seeks to achieve the main objective of comparatively analyzing the foundations, scope, and mechanisms of the contractual liability of e-commerce platforms toward consumers in Iranian law and European Union law and to offer legislative and executive solutions for the Iranian legal system. This broad objective requires examining basic concepts, critically reviewing the legal status of platforms in Iran, analyzing the advanced framework of the European Union, and finally conducting a systematic comparison of the two systems to extract practical recommendations for localization. In this regard, the central question is as follows: what are the differences and similarities between the foundations, scope, and mechanisms of platform contractual liability in these two legal systems, and how can the Iranian legal framework be improved in this field? Answering this question requires examining the concepts and foundations of liability, analyzing operational obligations and enforcement mechanisms, and evaluating compensation mechanisms in both systems. The initial hypothesis of this study is that the contractual liability of platforms in the European Union is structured on the basis of a preventive, transparent framework based on proactive obligations and effective enforcement mechanisms, whereas Iranian law is dominated by a reactive, ambiguous approach that lacks strong enforcement mechanisms. This hypothesis is reinforced by the claims that, in Iranian law, the interpretation of general rules and scattered judicial practices has replaced specific and comprehensive regulations, platform obligations are limited especially in the areas of transparency and active supervision, low-cost and rapid dispute-resolution mechanisms have given way to lengthy court proceedings, and the absence of a specialized and powerful digital supervisory authority has created a major weakness in enforcement.

2. Research Method

This research is descriptive-analytical in nature and was conducted using a comparative method. Data were collected through a library-based approach and were based on content analysis of primary sources, including laws, regulations, and judicial

practice, and secondary sources, including books, scholarly articles, and specialized reports. In the section on Iranian law, the Civil Code, the E-Commerce Law, and relevant regulations were examined. In the section on European Union law, key directives such as the E-Commerce Directive and the Consumer Rights Directive, and especially the recent Digital Services Act and Digital Markets Act, were subjected to in-depth content analysis. After describing and explaining the foundations and frameworks of each system, the comparative method was used to extract and analyze similarities and differences in terms of the foundations of liability, operational obligations of platforms, supervisory mechanisms, and enforcement guarantees. Finally, using logical analysis, legislative and executive solutions appropriate to the Iranian legal system were proposed, taking domestic conditions into account and drawing on the strengths of the European model.

3. Research Background

The present study, which concerns the liability of e-commerce platforms, can be situated through a systematic review of previous studies in three main categories: domestic research focused on the Iranian legal system, comparative research focused on the European Union, and international research using modern economic and legal approaches.

a. Domestic Research Focused on the Iranian Legal System

A significant part of the literature in Iran has examined and analyzed platform liability within the framework of domestic law and has generally emphasized existing gaps and ambiguities. For example, the civil liability of online stores in Iran has been examined and compared through a case study of the European Union, but the main focus of that research was tort liability, and it did not provide a detailed analysis of the contractual nature of platform obligations (Hosseini et al., 2023). Another comparative study with the law of the United Arab Emirates examined the civil liability of platforms, but its perspective was mainly directed toward general rules of non-contractual liability (Mirlouhi, 2025). In addition, one study addressed platform liability from a jurisprudential-legal perspective and attempted to infer religious-law foundations of liability in this sphere, although a systematic comparative analysis with a modern legal system was less prominent in that work (Edalatjou, 2025). Another study examined platform liability in the disclosure of customers' commercial data, which, although relevant, covers a more specific field distinct from general contractual liability (Ghasemipour, 2025). The common feature of these studies is their acknowledgment of the deficiencies of Iran's legal framework and the need to reform it.

b. Comparative Research Centered on the European Union

The second category of studies examines the European Union legal system as an advanced model. For example, research on the competent court in consumer claims against traders in electronic contracts in the European Union and Iran is valuable, but it concerns procedural rules for dispute resolution and does not address the nature of contractual liability or the substantive obligations of platforms (Rokh et al., 2025). Similarly, studies on unfair terms in electronic contracts from regional and international perspectives adopt a subject-based rather than institution-based approach to platforms (Salehi et al., 2023). Research on the civil liability of platforms arising from violations of informational privacy also addresses a more specialized field that is distinct from the general issue of contractual liability (Hessam et al., 2021). Although this group of studies has contributed to introducing aspects of the European system, it lacks a comprehensive and up-to-date examination of recent transformative developments in European regulation, especially the Digital Services Act and the Digital Markets Act.

c. International Research Using Modern Approaches

At the international level, a richer body of literature has emerged with an economic-legal perspective and an analysis of newly developing regulations. For example, one study analyzes the costs and benefits of different platform liability regimes through an economic approach and provides a strong theoretical framework for assessing legislative policies (Lefouili & Madio, 2022). Another study specifically examines product liability in online marketplaces from a comparative perspective and offers reform proposals (Fairgrieve et al., 2024). A further study provides an in-depth analysis of the impact of fundamental rights on the platform liability regime under the Digital Services Act (Frosio & Geiger, 2023). Another study examines the relationship between the Digital Services Act and the 2030 Sustainable Development Goals (de Araujo Meirelles Magalhaes & Calle, 2023). In addition, lessons on consumer protection in e-commerce have been extracted from

the European Union and the United States (Meskic et al., 2022). These studies provide theoretical depth and awareness of the latest regulatory developments.

Relying on this rich background, the present research seeks to fill the identified gaps. First, the main focus of this study is on "contractual liability" as a field distinct from general civil liability, which has received less attention in domestic research. Second, the analysis presented in this article specifically and in detail focuses on the most recent and advanced European Union regulations, namely the Digital Services Act of 2022 and the Digital Markets Act of 2022, which have been neglected in previous Persian-language comparative studies. Third, this research does not limit itself to descriptive comparison; rather, drawing on the economic and policy approaches discussed in international studies, such as the works on platform liability economics and product liability in online marketplaces, it provides practical and localized solutions for Iran's legislative and executive system (Fairgrieve et al., 2024; Lefouili & Madio, 2022). Therefore, the combination of "focus on contractual liability," "analysis of recent European regulations," and "presentation of executive solutions" constitutes the distinctive advantage of this research.

4. Foundations and Concepts

4.1. Contractual Liability

Contractual liability is a key concept in the law of obligations and arises from the breach of obligations originating in a contract. In its lexical sense, liability means being obliged to answer for and compensate. In legal terminology, contractual liability means that whenever an obligor fails to perform obligations that have a contractual source and, as a result of this non-performance, the obligee suffers damage, the obligor is recognized as responsible for compensating that damage (Edalatjou, 2025). This liability is based on the principle of the binding force of contracts and the necessity of fulfilling promises. In different legal systems, the sources of contractual liability are primarily civil and commercial laws, general legal principles, and judicial practice. In Iranian law, Articles 219 onward of the Civil Code, and in European Union law, harmonizing directives and regulations, shape the framework of this liability.

4.2. Digital Platforms

Digital platforms, especially in the field of e-commerce, refer to software-based and networked environments that facilitate interaction and exchange between two or more independent groups, mainly sellers and buyers. Lexically, a platform means a base or infrastructure for providing services. In technical-legal terminology, e-commerce platforms are online intermediaries that create a virtual space enabling the conclusion of contracts between users, namely sellers or service providers and consumers, without necessarily being the principal party to the contract. Platform types include marketplace models such as Amazon and Digikala, as well as service platforms such as Snapp and Uber. The operational structure of these platforms is based on data collection and processing, payment facilitation, provision of trust-assessment systems, and often logistics services, all of which create a complex nature of obligations and liabilities for them (Ghasemipour, 2025).

4.3. Consumer Protection

Consumer protection refers to the set of rules, principles, and mechanisms designed to create balance in unequal relationships between the consumer, as the weaker party, and the trader or service provider, as the stronger party. This concept is rooted in the necessity of fair allocation of transactional risks and compensation for the information gap between the parties. The fundamental principles of consumer protection include transparency, the prohibition of unfair terms, privacy protection, safety of goods and services, and access to rapid and effective remedies for dispute resolution (Salehi et al., 2023). The legal instruments of this protection are diverse and include mandatory contractual rules, civil liability including contractual and tort liability, administrative enforcement mechanisms, and the establishment of specialized consumer protection institutions.

4.4. Contractual Obligations

A contractual obligation is a duty created for one person, the obligor, toward another person, the obligee, by virtue of the agreement of the contracting parties' wills. Lexically, obligation means undertaking an act. The validity of obligations depends on conditions such as the legality of the purpose of the obligation, the definite and determined nature of its subject matter, and the capacity of the parties. Contractual obligations can be classified into principal and ancillary obligations, obligations of result and obligations of means, and positive and negative obligations. In the field of platforms, obligations may arise from the direct contract between the platform and the consumer, such as the contract for using the platform's services, or from the platform's intermediary role in forming a contract between users. The nature of these obligations determines the intensity and scope of the platform's liability.

4.5. E-Commerce

E-commerce means carrying out all commercial activities, including purchase, sale, advertising, negotiation, and contract formation, through electronic tools and especially computer networks such as the Internet. Its nature lies in eliminating or reducing physical contact and carrying out commercial processes digitally. In advanced legal systems, the legal requirements of online transactions often include electronic identification and authentication, data security and confidentiality, the obligation to provide transparent and complete pre-contractual information, the consumer's right of withdrawal, and clear rules for dispute resolution. Iran's E-Commerce Law of 2003 and regulations such as Directive 2011/83/EU in the European Union, known as the Consumer Rights Directive, form part of this mandatory framework (Markou, 2017; Rokh et al., 2025).

5. Analysis of the Legal Status and Contractual Liability of E-Commerce Platforms in Iran

5.1. The Legal Structure of Platform Contractual Liability in Iran

In the Iranian legal system, the status of e-commerce platforms cannot be fully adapted to traditional legal institutions such as agency, agency for sale, commercial agency, or service contracts. The approach of existing laws mainly relies on interpreting the general rules of civil and contractual liability under the Civil Code and the E-Commerce Law. Although that law was an initial step, it did not address the precise and differentiated liability of platforms as modern intermediaries. The rules governing contractual liability are scattered and insufficient. For example, Article 33 of the E-Commerce Law establishes responsibility for the accuracy and authenticity of information provided by the "supplier," which may include the platform, but the scope of this liability regarding a third-party seller's breach is unclear. Supervisory institutions such as the Consumer and Producer Protection Organization and the Cyber Police mainly operate in the field of criminal and administrative regulations and have a limited role in determining and enforcing complex contractual liabilities of platforms (Hosseini et al., 2023).

5.2. Operational Requirements of E-Commerce Platforms

The conditions for the activity and legal registration of platforms in Iran are mainly governed by general company laws and regulations of the Ministry of Industry, Mine, and Trade. However, there are no specific and clear requirements for starting activity as an electronic marketplace. The intermediary liability of platforms in digital transactions is the main point of challenge. Judicial practice and doctrine in Iran fluctuate between the theory of limited liability, based on the principle of privity of contract, and the theory of expanded liability, based on the theory of ancillary obligations and liability arising from the act of another. Some argue that the platform, as a "mere intermediary," is liable only in cases of personal fault, while others, considering the platform's control, benefit, and creation of trust, recognize supervisory and even guarantee-based liability for it (Mirlouhi, 2025). Legal limitations and exceptions are also unclear. For example, platform exemption from liability in the event of compliance with a "reasonable duty of care," or joint and several liability of the platform and the seller, has not been expressly stipulated in Iranian law.

5.3. Compensation Mechanisms and Enforcement Guarantees

Methods of compensating consumers against platforms in Iran are mainly based on contractual or tort liability claims before general courts, which involve a lengthy and complex process. Alternative dispute-resolution mechanisms such as online arbitration or platform-based mediation are expanding, but they lack clear legal support and strong enforcement guarantees. Establishing the platform's contractual liability requires proof of a contractual relationship, whether direct or ancillary, breach of an obligation arising from that relationship, and the occurrence of damage. This is difficult due to ambiguity in the nature of the platform-consumer contract. It is therefore proposed that the existing legal framework be revised in order to precisely define platform obligations, such as the obligation to authenticate sellers, supervise transactions, provide transparent information, and establish internal complaint and dispute-resolution systems; determine cases of limited and conditional liability; and strengthen supervisory mechanisms and administrative enforcement guarantees (Edalatjou, 2025).

6. Contractual Obligations and Platform Liability Mechanisms in the European Union

6.1. Legal Framework and Requirements for Platform Activity

The European Union has established a comprehensive legal framework for the liability of online platforms through an integrated and proactive approach. The main regulations include the E-Commerce Directive 2000/31/EC, which created the "safe harbor" rule and recognized limited liability for hosting and intermediary service providers in relation to user content, and the Consumer Rights Directive 2011/83/EU, which strengthened transparent information requirements and the right of withdrawal (Markou, 2017). However, the turning point was the adoption of Regulation 2022/2065, the Digital Services Act, in 2022, which redefined the safe harbor framework and significantly increased the accountability of major platforms. In this system, the liability of online intermediaries is no longer based solely on knowledge and effective control; rather, based on the platform's size and impact, proactive obligations for monitoring, risk assessment, and mitigation of systemic harms are imposed on them (Frosio & Geiger, 2023).

6.2. Operational Obligations of Platforms

In the European Union system, the operational obligations of platforms are clearly defined. Platforms are responsible for providing safe and transparent services. For example, under the Digital Services Act, platforms are required to create simple and effective mechanisms for users to report illegal content, take timely action in response to these reports, and provide transparent information about their moderation measures. Transparency requirements concerning the real nature of goods, whether new or second-hand, the identity of the trader, ranking parameters, and data use are strongly emphasized. The limited liability of platforms is conditional on their not playing an active role in providing content and immediately removing or disabling access to that content after becoming aware of its illegality. However, the case law of the Court of Justice of the European Union shows that if a platform plays an "active" role in presenting, organizing, or promoting user content, it may fall outside the scope of this immunity (Bertolini et al., 2021).

6.3. Enforcement and Compensation Mechanisms

The European Union has provided multilayered mechanisms to ensure compliance with obligations and compensation for damage. Methods for preventing violations include legal obligations imposed on platforms to conduct internal audits, assess systemic risks, and cooperate with national supervisory authorities. For consumer compensation, in addition to traditional judicial routes, internal platform dispute-resolution mechanisms and the use of online dispute-resolution bodies under the European Union's ODR Regulation 524/2013 have been strongly reinforced. The enforcement framework is also powerful because national Digital Services Coordinators are designated in each Member State and coordinated at the European level. These coordinators have broad powers, including the imposition of heavy fines of up to 6 percent of the platform's global turnover and orders to suspend services, thereby creating an effective enforcement guarantee (de Araujo Meirelles Magalhaes & Calle, 2023).

Table 1. Contractual Liability of Platforms in Iran and the European Union

Comparative components	Iranian law	European Union
Main legal framework	Civil Code, E-Commerce Law of 2003, and scattered regulations of the Ministry of Industry.	E-Commerce Directive of 2000, Consumer Rights Directive of 2011, Digital Services Act of 2022, and Digital Markets Act of 2022.
Basis of intermediary liability	Ambiguous; fluctuating between fault-based liability and liability arising from the act of another. Absence of a clear "safe harbor" rule.	Conditional safe harbor rule under the E-Commerce Directive, developed and made more conditional under the Digital Services Act with proactive obligations for large platforms.
Transparency and information requirements	General requirements under the E-Commerce Law. Lack of detail concerning ranking, advertising, and the real identity of sellers.	Very precise and detailed requirements under the Consumer Rights Directive and the Digital Services Act, for example concerning ranking parameters, targeted advertising, and trader identity.
Dispute-resolution mechanisms	Weak and lacking strong legal support. Mainly based on the personal initiatives of platforms.	Strong and institutionalized. Internal platform complaint system plus the European Union online dispute-resolution platform with legal support.
Specialized supervisory authority	No centralized and specialized authority with sufficient powers. Supervision is scattered among the Consumer Protection Organization, Cyber Police, and the Ministry of Industry.	National Digital Services Coordinator in each Member State with broad powers, including notice, investigation, and heavy fines. European coordination through the European Board for Digital Services.
Enforcement guarantees and fines	Limited effective and deterrent enforcement. Existing fines are mainly administrative and insignificant in amount.	Strong enforcement. Heavy fines proportional to turnover, up to 6 percent under the Digital Services Act, and authority to suspend services.
Proactive and supervisory obligations	Proactive obligations to monitor sellers and content are not expressly provided.	Under the Digital Services Act, large and very large online platforms have clear obligations to assess systemic risk, undergo independent audits, share data with regulators, and adopt risk-mitigation measures.

The above table clearly shows the deep theoretical and practical gap between the two legal systems. The European Union system, with an integrated, preventive, risk-based framework and strong enforcement guarantees, seeks active platform accountability and the creation of a safe environment for consumers. By contrast, Iranian law, with a scattered, reactive, ambiguous framework lacking effective enforcement guarantees, places consumers in a weak position and exposes platforms to legal uncertainty. The key difference lies in the existence of recent laws such as the Digital Services Act and Digital Markets Act, a powerful supervisory authority, and effective dispute-resolution mechanisms in the European Union (Fairgrieve et al., 2024).

7. Judicial Practice Analysis of the Contractual Liability of E-Commerce Platforms in Iran and the European Union

7.1. The Approach of Iranian Courts in Hearing Consumer Contractual Liability Claims Against Platforms

The adjudication of consumer claims against e-commerce platforms in Iranian courts faces the fundamental challenge of "determining the nature of the legal relationship." In many cases, the first question confronting the judge is whether the platform is regarded as a party to the sales contract with the consumer or merely as an intermediary that has provided the infrastructure for communication between seller and buyer. This root ambiguity has caused courts to adopt conflicting and inconsistent approaches in their judgments. In some cases, courts have relied on the principle of privity of contract, regarded the platform as lacking contractual liability, and referred the consumer to bring a claim against the third-party seller (Hosseini et al., 2023). In other judgments, however, judges have considered the platform's effective role in the transaction process and the trust it creates for the consumer and have recognized joint, several, or ancillary liability for the platform (Edalatjou, 2025).

One of the main obstacles faced by consumers in Iranian courts is the difficulty of proving the elements of the platform's contractual liability. To succeed in a claim, the consumer must prove the existence of a direct or indirect contractual relationship with the platform, breach of an obligation arising from that contract, and certain and direct damage. Since most platforms define their role in their general terms of service merely as a "host" or "technical intermediary" and place responsibility for the quality of goods and services on the seller, the consumer in practice faces a high wall of pre-formulated contractual terms that weakens their legal position (Salehi et al., 2023). In addition, the absence of coherent judicial practice and a clear unifying precedent by the Supreme Court regarding the legal nature of platform contracts has meant that each branch decides on the basis of the judge's personal understanding of general liability rules (Mirlouhi, 2025).

In hearing these claims, Iranian courts mainly rely on traditional civil law rules, including Articles 220 and 221 of the Civil Code concerning the necessity of performing contractual obligations and compensating damage resulting from non-performance, as well as scattered provisions of the E-Commerce Law of 2003. The fundamental problem is that these general rules were not designed to deal with the complexities of the tripartite relationship among platform, seller, and consumer, and the judge must therefore interpret them broadly or narrowly to fit the realities of digital commerce. For example, whether the platform's obligation regarding proper delivery of goods is an "obligation of result" or an "obligation of means" has not been conclusively resolved in Iranian judicial practice (Edalatjou, 2025). This ambiguity has caused judges to adopt very different decisions in determining the criterion of platform fault and the amount of recoverable damages, thereby minimizing the predictability of litigation outcomes for consumers (Rokh et al., 2025).

Another noteworthy point in Iranian judicial practice is the structural weakness of consumers' access to courts for claims related to e-commerce. Proceedings before general courts are lengthy, costly, and complex, and they often bear no proportion to the monetary value of consumer disputes arising from online purchases. Many consumers abandon their rights because of litigation costs, attorney fees, and the long duration of proceedings, which in practice means that violations by platforms and sellers remain unanswered. Alternative dispute-resolution mechanisms such as online arbitration have not yet been institutionalized in the Iranian legal system and lack effective legal support (Hosseini et al., 2023). This situation places Iranian consumers in a more unequal and vulnerable position compared with their European counterparts, who benefit from diverse and low-cost dispute-resolution mechanisms (Meskic et al., 2022).

7.2. Judgments of the Court of Justice of the European Union in Clarifying the Scope of Digital Intermediary Liability

The Court of Justice of the European Union has played a central and decisive role in clarifying the limits of digital intermediary liability and, through numerous judgments, has drawn the conceptual boundaries between "passive" and "active" intermediaries. One of the most important criteria developed by the Court in its case law is the criterion of the platform's "active role" in the content provided by users. Under this criterion, if the platform goes beyond merely providing technical infrastructure and plays a role in organizing, editing, promoting, or optimizing sellers' content, it can no longer benefit from the immunity provided in Article 14 of the E-Commerce Directive (Bertolini et al., 2021). This transformative interpretation has provided a basis for the gradual expansion of the liability of major platforms such as Amazon and eBay under European Union law and reflects the Court's realistic approach to the nature of modern platform operations (Frosio & Geiger, 2023).

In leading judgments, the Court has drawn a subtle distinction between purely technical services and commercial-value services provided by platforms. In its case law, the Court has held that if a platform earns direct income from the sale of goods offered by third-party sellers, or designs and implements ranking and recommendation systems that directly influence consumers' purchase decisions, these activities may indicate the platform's active role and, consequently, its accountability. This judicial approach formed an important basis for the European legislator in drafting the Digital Services Act, so that proactive and tiered obligations could be established on the basis of platform size and impact (Fairgrieve et al., 2024). In other words, the Court's case law functioned as a precursor to and inspiration for positive regulation and bridged the gap between the old rules of the 2000 Directive and the new realities of the digital market (de Araujo Meirelles Magalhaes & Calle, 2023).

Another important dimension of the case law of the Court of Justice of the European Union is its emphasis on the need to maintain a balance between consumer protection and the encouragement of innovation in the digital economy. In its judgments, the Court has consistently followed a balanced approach and, while expanding the scope of platform liability, has avoided imposing general and unlimited monitoring obligations that could paralyze platform activity. This balanced approach is particularly reflected in its interpretation of the prohibition on a general monitoring obligation under Article 15 of the E-Commerce Directive, where the Court has drawn a clear distinction between a prohibited "general monitoring obligation" and an enforceable "specific obligation to act after awareness" (Markou, 2017). This precise distinction provides a valuable model for other legal systems, including Iran, that seek to find a point of balance between accountability and freedom of economic activity (Lefouili & Madio, 2022).

The case law of the Court of Justice of the European Union has also generated important developments in the area of liability arising from defective products supplied through platforms. In some judgments, the Court has indicated that if a platform acts in such a way that, from the perspective of a reasonable consumer, it presents itself as the supplier or guarantor of product quality, it cannot deny its liability merely by relying on contractual terms. This approach, based on "trusted appearance" or "legitimate consumer trust," is especially important because many large platforms, by offering delivery services, return guarantees, and secure payment systems, effectively create the image of a reliable seller in the consumer's mind (Ivannikov, 2025). This judicial development shows that the European Court gives priority to the functional reality of platforms over formal legal titles and determines liability on the basis of the true nature of the activity rather than merely the contractual label (Janmohammadi et al., 2024).

7.3. The Role of Judicial Practice in Completing and Interpreting the Rules of Platform Contractual Liability

In both Iranian law and European Union law, judicial practice plays an important complementary and interpretive role in relation to the rules of platform contractual liability, although its depth, coherence, and effect differ sharply between the two systems. In written-law systems such as Iran and the Member States of the European Union, legislation is regarded as the principal source of law, but the reality is that in emerging fields such as cyberspace law and e-commerce, technological developments move far faster than legislative capacity. Under such conditions, judicial practice functions as a dynamic and flexible instrument that fills legal gaps and adapts general rules to new needs (Hosseini et al., 2023). However, this function depends on the existence of a specialized judicial institution familiar with the technical and legal complexities of the digital environment and possessing a coherent interpretive approach (Bertolini et al., 2021).

In the Iranian legal system, the role of judicial practice in completing the rules of platform liability has been highly limited and inefficient. Unlike the European Union system, where the Court of Justice has issued leading judgments and extracted clear principles and criteria for determining the liability of digital intermediaries, Iran lacks not only a specialized judicial authority for hearing e-commerce claims but also coherent and doctrinally consistent judgments from general courts. The Supreme Court has so far taken no effective action to issue a unifying precedent or create binding judicial practice concerning the legal nature of platform contracts and the scope of platform liability (Mirlouhi, 2025). This gap in judicial practice has meant that the rights of Iranian consumers in e-commerce are based less on clear and predictable legal rules and more on the personal and variable interpretations of judges (Salehi et al., 2023).

By contrast, the case law of the Court of Justice of the European Union has played a constructive and driving role in the development of platform liability regulations. By extracting criteria such as "active role versus passive role," "actual or constructive knowledge of illegal content," and "effective control over user activity," the Court has created a coherent analytical framework for determining intermediary liability. This framework not only guides the national courts of Member States but has also served as a basis for drafting new regulations such as the Digital Services Act. This dynamic interaction between judicial practice and legislation constitutes a successful model of institutional cooperation for regulating the digital environment (Frosio & Geiger, 2023). This point is particularly important in comparison with Iran because it shows that dynamic judicial practice, together with legislative will, is a necessary condition for creating an efficient legal system in the digital sphere (Fairgrieve et al., 2024).

The comparative experience of the two legal systems shows that judicial practice can play an effective complementary and interpretive role in the field of platform contractual liability only when it benefits from certain fundamental preconditions. These preconditions include specialized judicial infrastructures familiar with technology and e-commerce, transparency and systematic publication of judicial decisions to enable scholarly criticism and evaluation, and effective unifying-precedent mechanisms to prevent inconsistency in judgments. In the European Union, the preliminary reference mechanism to the Court of Justice has been a key instrument for ensuring the uniform interpretation of regulations across the Union and preventing contradictory national practices (de Araujo Meirelles Magalhaes & Calle, 2023). In Iran, the proposed establishment of specialized branches for hearing cyberspace and e-commerce disputes, as well as activating the role of the General Board of the Supreme Court in issuing relevant unifying precedents, could be an important step in strengthening the role of judicial practice in this area (Ghasemipour, 2025).

8. Economic and Technological Dimensions of the Contractual Liability of E-Commerce Platforms

8.1. Economic Analysis of Risk Allocation in Platform Liability Regimes

Economic analysis of law provides an efficient tool for evaluating the effectiveness of different regimes of platform contractual liability and determining the optimal model for allocating risk among contracting parties. From an economic perspective, the objective of a liability system is to place the costs arising from harm on the party that can prevent that harm or absorb and distribute its risk at the lowest cost. In digital markets, platforms, by virtue of their access to vast volumes of transactional data, seller information, and consumer behavior patterns, are in a privileged position to identify, assess, and manage the risks arising from transactions. Therefore, under the theory of the "cheapest risk avoider," assigning part of the liability to platforms is not only fair but also economically efficient (Lefouili & Madio, 2022). This approach becomes particularly important when a third-party seller is anonymous, inaccessible, or lacks sufficient financial capacity to compensate damage (Fairgrieve et al., 2024).

In a cost-benefit analysis of different liability regimes, three main models can be identified: complete immunity, strict liability, and conditional liability. Complete platform immunity minimizes platform compliance costs and may increase incentives for innovation, but it creates "moral hazard" for platforms and sellers and imposes high social costs in the form of uncompensated consumer losses. By contrast, strict liability guarantees maximum consumer protection, but it may impose heavy costs on platforms, which may ultimately be passed on to consumers through higher service prices and may impede the growth of digital markets (Bertolini et al., 2021). For this reason, a conditional and tiered liability regime, in which the extent of platform liability depends on the degree of its control, intervention, and influence in the transaction process, is recognized as the most economically efficient model and has also been accepted by the European Union legislator (Meskic et al., 2022).

In the Iranian legal system, the economic analysis of platform liability has been neglected, and the legislator has mainly acted on the basis of traditional concepts of fault-based liability. The absence of an economic approach in regulation has caused the distribution of risk among the platform, seller, and consumer to be unbalanced and inefficient. In practice, the burden of risk is mainly placed on the consumer, who is the weakest link in the e-commerce chain and has the least capacity to identify and manage risks associated with online transactions (Hosseini et al., 2023). This situation is inconsistent with the principle of fairness and distributive justice, which emphasizes the balance between power and responsibility, and highlights the need to revise the Iranian legislator's approach by considering economic factors and using cost-benefit analysis tools (Edalatjou, 2025).

One important dimension of economic analysis is the examination of the impact of a liability regime on platforms' behavioral incentives and its consequences for consumer welfare and market health. The experience of the European Union shows that imposing conditional and proportionate liability on platforms has not prevented the growth of the digital economy; rather, by creating incentives for platforms to invest in monitoring seller and product quality, it has improved market quality and increased consumer trust. From the perspective of game theory, appropriate platform liability creates an equilibrium in which platforms have incentives to identify and remove violating sellers, sellers have incentives to comply with quality standards, and consumers enter transactions with greater confidence (Frosio & Geiger, 2023). The absence of this equilibrium in the Iranian legal system has weakened platform supervision over sellers and has consequently increased violations and reduced public trust in electronic markets (Mirlouhi, 2025).

8.2. The Impact of Artificial Intelligence and Recommender Algorithms on the Scope of Platform Contractual Obligations

The widespread use of artificial intelligence technologies and recommender algorithms in e-commerce platforms has added new dimensions to the issue of contractual liability and raised unprecedented legal questions. Today, platforms use machine-learning algorithms to recommend specific goods and services to consumers, rank search results, and even apply dynamic pricing. These activities go beyond the role of a mere intermediary and constitute a form of "active intervention" by the platform in the consumer's decision-making process. Recognizing this reality, the European Union's Digital Services Act requires platforms to disclose the main parameters of recommender algorithms and provide users with a non-profiling-based option

(Janmohammadi et al., 2024). This obligation of algorithmic transparency is a modern response to growing concerns about the "black box" of automated decision-making and its impact on consumer rights (Frosio & Geiger, 2023).

From a legal perspective, the use of artificial intelligence algorithms raises a fundamental question about attribution of liability: can damage caused by an incorrect or misleading algorithmic recommendation be attributed to the platform that designed and operates that algorithm? In the traditional approach, liability is based on the "voluntary act" of a natural or legal person, but in the artificial intelligence environment, decisions are made by automated systems that may generate unpredictable outcomes. Modern legal doctrine in the European Union is moving toward recognizing platform liability based on the "duty of care regarding automated tools" and argues that the platform, as the designer, supervisor, and operator of the algorithm, is responsible for the consequences of its operation (Lefouili & Madio, 2022). This approach is also compatible with the general principle of "liability arising from dangerous activity" and extends the platform's obligation to ensure that the algorithm does not harm consumers (Bertolini et al., 2021).

Recommender algorithms and ranking systems can also become tools for discrimination, manipulation of consumer behavior, and promotion of "dark patterns." Dark patterns refer to interface designs that deceptively steer consumers toward decisions that are not necessarily in their interest, such as purchasing unnecessary goods, accepting unfavorable terms, or disclosing more personal information. The European Union's Digital Services Act expressly prohibits the use of dark patterns in platform interface design and subjects violations of this prohibition to heavy enforcement measures (Salehi et al., 2023). In Iranian law, not only has the concept of dark patterns not been recognized, but there is also no effective legal tool for confronting algorithmic manipulation of consumer behavior, and this gap creates the ground for abusing Iranian consumers in digital environments (de Araujo Meirelles Magalhaes & Calle, 2023).

In the Iranian legal system, attention to the technological dimensions of platform contractual liability is an unavoidable necessity. With the rapid expansion of the use of artificial intelligence in domestic platforms such as Digikala and Snapp, issues such as liability arising from incorrect product recommendations, algorithmic price discrimination, and lack of transparency in seller-ranking criteria are gradually emerging. The Iranian legislator must understand the technical nature of these challenges and establish clear obligations regarding algorithmic transparency, prohibition of dark patterns, and platform liability for automated decisions (Ivannikov, 2025). Without such regulations, Iranian consumers will remain defenseless against opaque and machine-based platform decisions, and the gap between the Iranian legal system and international standards of consumer protection in the age of artificial intelligence will widen further (Ghasemipour, 2025).

8.3. The Intersection of Personal Data Protection and Platform Contractual Liability Toward Consumers

Personal data protection and platform contractual liability are two areas that are inseparably linked in e-commerce. E-commerce platforms, in order to provide their services, collect, process, and store extensive volumes of consumers' personal data, including identity information, purchase histories, consumption preferences, financial information, and even geolocation data. These data are both the main tool for providing personalized services and a direct or indirect source of revenue for platforms. Breach of obligations related to the protection of these data, in addition to specific regulatory liabilities, can also serve as the basis for the platform's contractual liability toward the consumer, because preserving the confidentiality and security of data is often part of the express or implied obligations of the platform service contract (Hessam et al., 2021). From this perspective, unauthorized disclosure, disproportionate use, or insufficient protection of data can constitute a breach of contractual obligation and serve as the basis for a consumer damages claim (Ghasemipour, 2025).

In the European Union legal system, the interaction between data protection regulations, especially the General Data Protection Regulation, and the rules of platform contractual liability has been designed in a coherent and mutually reinforcing manner. The General Data Protection Regulation, by creating strict obligations for data processors and granting extensive rights to data subjects, including the rights of access, rectification, erasure, and objection, has created a complementary framework for consumer protection alongside contractual liability rules. The Digital Services Act has also strengthened the bridge between these two areas by requiring platforms to comply with data protection principles in the design of recommender and advertising systems (Markou, 2017). In fact, in the European system, breach of data protection obligations can simultaneously form the

basis of regulatory liability under the General Data Protection Regulation and contractual liability under general contract rules and consumer protection directives (Frosio & Geiger, 2023).

In Iranian law, the state of personal data protection for consumers on platforms is highly concerning. Despite the adoption of some scattered provisions in the E-Commerce Law and related regulations, the absence of a comprehensive personal data protection law comparable to the European General Data Protection Regulation has created a major gap in the legal system. Iranian consumers facing data privacy violations by platforms lack effective and specific legal tools for claiming compensation, and proving causation between breach of the data protection obligation and the damage suffered is very difficult in practice (Mirlouhi, 2025). The experience of advanced systems shows that without a coherent legal framework for data protection that complements contractual liability rules, effective consumer protection in the digital economy is impossible (Meskic et al., 2022).

The need to integrate data protection and contractual liability approaches in designing future Iranian regulations is unavoidable. In drafting a comprehensive law on the liability of digital platforms, the Iranian legislator should establish clear obligations concerning the protection of consumers' personal data as part of the platform's principal contractual obligations. These obligations should include the requirement to obtain the consumer's informed and explicit consent for data processing, the obligation to maintain the technical and organizational security of data, the obligation to provide immediate notice in the event of a data security breach, and the consumer's right to claim material and non-material damages arising from breach of these obligations (Rokh et al., 2025). Recognizing the principle of "data protection by design" as a legal requirement for platforms can also create a preventive and effective approach to protecting the data rights of Iranian consumers by drawing on the European experience (Fairgrieve et al., 2024).

9. Comparative Study of Platform Contractual Liability and Regulatory Solutions for Iran

9.1. Comparative Analysis of Contractual Liability in Iran and the European Union

A comparison of the legal frameworks of the two systems shows that the European Union has moved from a static approach based on limited immunity toward a dynamic paradigm of "liability governance," in which large platforms are required to proactively manage systemic risks arising from their activities. Iran, by contrast, is still at the stage of interpreting traditional legal institutions in a new environment. The difference in enforcement guarantees is also remarkable: symbolic fines in Iran, compared with punitive fines proportional to turnover in Europe, create different incentives for compliance. The effectiveness of supervisory institutions in Europe has increased through the specialization and independence of Digital Services Coordinators, whereas Iranian supervisory bodies face duplication of functions, insufficient powers, and a lack of deep digital expertise (Meskic et al., 2022).

9.2. Comparison of Platform Operational Obligations and Consumer Rights

In comparing service-provision requirements, the European Union has adopted a firm pro-consumer position by requiring pre-contractual information, a 14-day right of withdrawal, and the prohibition of unfair terms. In Iran, although some of these matters are included in the E-Commerce Law, they lack sufficient enforcement guarantees. Intermediary liability in Europe has gradually shifted from pure immunity toward conditional liability based on a "duty of care." In Iran, however, this issue remains unresolved. Analysis of rights and obligations shows that in Europe, consumer rights, including access to information, safety, and compensation, are placed at the center, and platform obligations are defined around guaranteeing these rights. In Iran, platform obligations are ambiguous, and consumer rights mainly depend on proving platform fault in court (Janmohammadi et al., 2024).

9.3. Regulatory Solutions for Localizing Platform Liability in Iran

To reform domestic law, it is proposed that a comprehensive statute titled "Digital Platform Liability and User Protection Act" be enacted. Drawing inspiration from the Digital Services Act, this law should regulate liability in a tiered manner based

on the size, impact, and type of platform service, recognize the rule of "conditional safe harbor," and define proactive supervisory obligations for major domestic platforms. At the executive level, increasing transparency through requiring platforms to publish regular transparency reports, establishing an effective internal complaint system, and mandatorily connecting platforms to a "national online dispute-resolution system" are necessary. Operational models from the European system can be adapted to domestic conditions. For example, establishing a "Digital Regulatory Authority of Iran" with supervisory, investigative, and proportionate sanctioning powers would be a constructive adaptation of the European Digital Services Coordinator model. In addition, requiring platforms to conduct "systemic risk assessments" to identify and reduce potential harms to Iranian consumers could be an effective step (Ivannikov, 2025). If implemented, these solutions would create security and trust for consumers, provide a clear framework for economic actors, and contribute significantly to the orderly and sustainable development of e-commerce in Iran.

10. Conclusion and Recommendations

This research was conducted with the aim of comparatively analyzing the contractual liability of e-commerce platforms toward consumers in the two legal systems of Iran and the European Union. The findings clearly indicate the existence of a fundamental gap between the two systems, a gap rooted in differences in the legislator's perspective, supervisory tools, and the philosophy of consumer protection.

In Iranian law, the contractual liability of platforms is surrounded by legislative ambiguity and fragmentation. The existing legal system lacks a coherent and specific framework for dealing with the complex and multilayered role of modern platforms. Current laws, including the E-Commerce Law of 2003, remain general and have failed to provide a clear answer to the essential question of whether a platform is merely a neutral host or an obligor responsible for the validity and safety of transactions conducted through its environment. This ambiguity is also clearly visible in judicial practice, as court judgments fluctuate between the theory of limited liability, based on the principle of privity of contract, and expanded liability, based on the theory of ancillary obligations and liability arising from the act of another (Hosseini et al., 2023; Mirlouhi, 2025). Compensation mechanisms are also mainly based on lengthy and complex court proceedings, while alternative dispute-resolution mechanisms lack sufficient legal support and enforcement guarantees. Moreover, the absence of a specialized, centralized, and powerful supervisory authority in the digital sphere, possessing executive and deterrent powers, constitutes another structural weakness in Iran's supervisory system.

By contrast, the European Union, by adopting a preventive, integrated, and risk-based approach, has established an advanced model of "responsible platform governance." The transition from the initial safe harbor framework under the E-Commerce Directive toward the comprehensive and binding regulations of the Digital Services Act and the Digital Markets Act reflects a shift from an immunity-centered paradigm to a responsibility-centered paradigm (Frosio & Geiger, 2023). In this new system, the liability of platforms, especially very large online platforms, is no longer limited to reaction after an incident occurs; rather, it includes proactive and affirmative obligations for assessing systemic risks, continuous monitoring, ensuring algorithmic transparency, and providing simple and effective dispute-resolution mechanisms. The creation of national Digital Services Coordinators with broad powers, including imposing heavy fines proportional to turnover, has created an effective enforcement guarantee for these obligations (de Araujo Meirelles Magalhaes & Calle, 2023). This framework not only protects consumers as the weaker contracting party but also creates an appropriate environment for responsible platform innovation by ensuring certainty and predictability (Lefouili & Madio, 2022).

The examination of judicial practice in the two legal systems also revealed significant differences. The Court of Justice of the European Union, by issuing leading judgments and developing analytical criteria such as the distinction between the "active role" and "passive role" of platforms and the concept of "actual knowledge of illegal content," has played a driving role in clarifying the limits of digital intermediary liability, and this dynamic case law has inspired the drafting of new regulations such as the Digital Services Act. By contrast, the judicial practice of Iranian courts concerning the legal nature of platform contracts and the scope of platform liability is scattered, contradictory, and lacking in doctrinal coherence, and the Supreme Court has so far taken no effective action to issue a unifying precedent in this field. This gap in judicial practice has caused the rights of Iranian consumers to depend less on clear and predictable legal rules and more on the personal and variable interpretations of judges.

Beyond purely legal dimensions, analysis of the economic and technological dimensions of platform contractual liability yielded important results. From the perspective of economic analysis, a conditional and tiered liability regime was identified as the most efficient model for allocating risk among platform, seller, and consumer, because platforms, due to their access to data and control over the transaction process, are in a better position to prevent risk. In addition, the expansion of artificial intelligence and recommender algorithms in platforms has added new dimensions to their contractual obligations. The European system has responded to these dimensions through requirements of algorithmic transparency and the prohibition of dark patterns, while Iranian law has completely neglected this issue. The intersection of personal data protection and contractual liability also showed that the absence of a comprehensive data protection law in Iran creates a complementary and aggravating gap alongside the weakness of contractual liability rules and leaves Iranian consumers defenseless against opaque and machine-based platform decisions.

The comparative study shows that the weaknesses of the Iranian system lie precisely where the strengths of the European system are found: absence of a specific law versus comprehensive and modern regulations; ambiguity in the basis and scope of liability versus a clear and tiered framework based on platform size and impact; weak and administrative enforcement guarantees versus deterrent and punitive fines; scattered and non-specialized supervisory bodies versus centralized and powerful authorities; and complex and costly dispute-resolution mechanisms versus simple, rapid, and online systems. These differences indicate that the Iranian legal system, in regulating relations in the digital environment, has not yet moved beyond traditional frameworks and has not reconstructed itself in accordance with the economic and social realities of the digital age.

Based on the findings of this research and drawing on the successful experiences of the European Union, the following recommendations are presented at three legislative, executive-supervisory, and legal-judicial levels:

a. Legislative Recommendations: Reforming and Developing the Legal Framework

Enacting a comprehensive “Digital Platform Liability and User Protection Act” is necessary. A specific and independent law should be adopted instead of relying on scattered provisions in different laws. This law should provide clear and comprehensive definitions of platforms, their types such as marketplaces, service platforms, and social platforms, users such as sellers and service providers, and consumers.

It should adopt a tiered and conditional liability regime. The rule of “conditional safe harbor” could be an appropriate model, meaning that platforms should be exempt from liability for user content as long as they do not play an active role and immediately take the necessary action after becoming aware of illegal or non-compliant content, drawing on the principles of the Digital Services Act. The liability of major domestic platforms, based on criteria such as number of users and transaction volume, should be broader and should include proactive supervisory and risk-assessment obligations (Fairgrieve et al., 2024).

It should precisely establish transparency-oriented obligations, including the obligation to disclose ranking parameters for goods and services, the nature of targeted advertising, the real identity and contact information of professional sellers, and the conditions and mechanisms for removing content or suspending user accounts.

It should specifically strengthen consumer rights in platform environments, including the right to transparent and complete pre-contractual information, the right of withdrawal in online purchases, the right of access to simple and low-cost dispute-resolution mechanisms, and the right to claim compensation from the platform in cases where the platform has failed to perform its supervisory obligations.

b. Executive-Supervisory Recommendations: Strengthening Supervisory Institutions and Mechanisms

Establishing a “Digital Regulatory Authority of Iran” is necessary. An independent, specialized, and powerful authority under a title such as “Digital Regulatory Authority of Iran” or “National Cyberspace Center” should be established with broad powers. The missions of this authority should include adopting detailed regulations and operational standards for different types of platforms.

It should conduct continuous and active supervision of platform performance, especially through periodic audits and requests for transparency reports.

It should handle collective consumer complaints as well as systemic violations by platforms.

It should apply effective enforcement measures, including warnings, heavy fines calculated as a percentage of the platform’s domestic turnover, and, ultimately, orders to restrict or suspend services. The amount of fines should be high enough to have a genuine deterrent effect.

It should launch and manage a "National Online Dispute-Resolution System." This system should operate as a secure and free governmental infrastructure enabling rapid and low-cost electronic mediation and arbitration among consumers, platforms, and sellers. Decisions issued through this system should have strong enforcement support, drawing on the European model. Platforms may also be required to connect their internal complaint systems to this national system (Meskic et al., 2022).

Major platforms should be required to conduct "systemic risk assessments." High-impact platforms should be obliged to identify, assess, and reduce risks inherent in their activity for consumers, such as fraud, sale of counterfeit goods, and privacy violations, and to submit the related reports to the regulatory authority.

c. Legal-Judicial Recommendations: Facilitating Access to Justice and Developing Doctrine

1. Facilitating evidentiary mechanisms and determining the competent court: procedural laws could ease the consumer's burden of proof by establishing presumptions of liability in specific circumstances, for example where the defectiveness of a product is proven and the real seller cannot be identified. In addition, designating the court of the consumer's residence as one option for the competent court, alongside other bases of jurisdiction, could improve access to justice, drawing on European Union rules discussed in research on consumer claims in electronic contracts (Rokh et al., 2025).
2. Promoting and developing appropriate legal doctrine: universities and research centers should pay special attention to developing domestic legal doctrine capable of analyzing the legal nature of platforms, their ancillary and supervisory obligations, and the foundations of accountability in the digital environment. Holding specialized workshops and meetings with lawyers, digital economists, and platform representatives can enrich this discourse.
3. Educating and empowering consumers: consumer protection institutions and the media should take steps to educate consumers about their digital rights and increase their media and information literacy. An informed and empowered consumer is the best monitor of platform performance.

Ultimately, implementing these recommendations requires national determination and recognition of the need for the legal system to keep pace with rapid technological developments. Conscious and localized adaptation of successful experiences from systems such as the European Union will not only strengthen consumer rights and create trust in Iran's digital market but will also contribute significantly to the sustainable and balanced growth of e-commerce in the country by creating legal certainty and stability for investment and innovation. As this research has shown, the contractual liability of platforms is not merely an abstract legal issue; it is a cornerstone of effective, fair, and forward-looking governance in the future digital economy.

Ethical Considerations

All procedures performed in this study were under the ethical standards.

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Conflict of Interest

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