Legal Gaps in the Civil Liability of Digital Platforms in Online Contracts under Iranian Law, with Emphasis on Legal Certainty

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Abstract

The rapid expansion of digital platforms in Iran and their growing role in online transactions necessitate a precise identification of their civil liability. This study aims to analyze the contractual and non-contractual liability of digital platforms in Iran and to identify the legal challenges associated with their activities. The findings indicate that digital platforms in Iran perform multiple roles, and their liability cannot be confined to mere intermediation. They may be characterized as a "representative of the seller," an "implied seller," a "data trustee," and a "service provider." Accordingly, they are obliged to provide accurate information, manage payment processes, ensure data security, supervise user activities, and guarantee consumers' right of withdrawal. Legal gaps, ambiguity regarding the nature of liability, the difficulty of proving fault, and liability-limitation clauses constitute the principal challenges within the Iranian legal system. A comparative analysis with international legal systems demonstrates that a lack of legal clarity fosters disputes and risks for both users and platforms. Determining the liability of digital platforms requires legislative reform and the adoption of specific regulations. Clarifying roles, obligations, and data security standards while supporting consumer protection can create a secure legal framework for the sustainable development of Iran's digital market.

Keywords: Digital platform, civil liability, e-commerce, online contract, data security

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1. Introduction

The rapid expansion of digital platforms and the development of online contracts have fundamentally transformed the traditional structure of contractual relationships and civil liability. Today, digital platforms, ranging from online marketplaces to service-providing networks, play an active intermediary role in the formation, performance, and even breach of contracts. This transformation has created new challenges in determining the scope of these platforms' civil liability for damages suffered by users—challenges that are directly linked to legal certainty and the predictability of legal relationships (European Commission, 2022). Legal certainty, as one of the essential pillars of the rule of law, requires individuals to be able to identify the legal consequences of their conduct based on clear and foreseeable rules. When laws remain silent or ambiguous regarding emerging situations, this fundamental principle is weakened, and the ground is prepared for inconsistent judicial decisions

(Fuller, 1969). In the Iranian legal system, civil liability rules are largely based on classical models designed for direct and traditional relationships between the injured party and the person causing harm. The Civil Liability Act of 1960 and the general provisions of the Civil Code provide a general framework for compensation; however, they do not adequately address the complex, multilayered relationships arising from online contracts. In such contracts, the digital platform is often not a direct party to the agreement but rather a facilitator or organizer of the transactional environment. This position gives rise to legal gaps in determining the platform's civil liability (Rahimi, 2020). Domestic legal studies also indicate that although Iran's Electronic Commerce Act regulates certain formal aspects of electronic transactions, it lacks sufficient clarity and comprehensiveness in defining the civil liability of digital platforms for contractual damages or faults arising from user activities. In many instances, legislative silence or ambiguity can be observed (Ghorbani, 2021). These gaps have, in practice, led to divergent and sometimes conflicting judicial interpretations, thereby undermining the legal certainty of users and economic actors. By contrast, in leading legal systems, legislators have recognized these gaps and enacted specific regulations to determine the liability of digital platforms. For example, the European Union's regulatory framework, particularly the more recent Digital Services Act, has relatively clearly defined the scope and conditions of platform civil liability and has sought to strike a balance between user protection and the preservation of digital innovation (European Commission, 2022; European Union, 2024). This approach demonstrates the importance of proactive and up-to-date legislation in safeguarding legal certainty in the digital environment. The absence of clear rules in Iranian law not only creates legal uncertainty but also has significant economic and social consequences. Users' distrust of online contracts, increased litigation, prolonged judicial proceedings, and reduced investment attractiveness in the digital economy are among the direct effects of these legal gaps (Unctad, 2021). Despite the growing importance of this issue, a substantial portion of domestic scholarship has either addressed civil liability in general terms or examined electronic commerce law in a fragmented manner. Few studies have systematically and structurally analyzed the legal gaps in the civil liability of digital platforms with a specific focus on legal certainty in online contracts. Accordingly, this study seeks to identify and analyze these legislative deficiencies within Iranian law and, by drawing upon comparative experiences, to propose appropriate legislative and regulatory reforms aimed at strengthening legal certainty and enhancing the efficiency of the legal system in the digital context.

2. The Diversity of Legal Roles of Platforms in Online Transactions

Digital platforms in Iran operate far beyond the function of a simple intermediary and assume multiple roles in the process of online transactions. An examination of legal literature, e-commerce legislation, civil and Islamic jurisprudential principles, and judicial practice indicates that platforms may simultaneously act as a "representative of the seller," an "implied seller," a "trustee of information," and a "participant in the contract formation process." In other words, platforms not only provide technical services and information but also participate in the legal process through which contracts are formed. Consequently, their civil liability constitutes a combination of contractual and non-contractual obligations (Hosseini Moqaddam, 2023; Jafari Langroudi, 2007; Mohammadi Kordkhili, 2022). Beyond the roles identified under Iranian law, international experience likewise shows that platforms may, in practice, assume responsibilities that go well beyond passive intermediation. In particular, under the European Union's Digital Services Act, digital platforms are subject to transparency and accountability obligations that exceed the traditional intermediary role and signal their transformation into actors with more active responsibilities in content management and supervision (Kaushal et al., 2024). Moreover, the Act establishes different categories of obligations depending on the size and type of the platform, demonstrating that the legal roles of platforms in digital markets must be redefined in comparison with traditional intermediary functions (European Commission, 2024). Within the DSA framework, platforms are required to report on their content moderation actions and disclose the algorithmic mechanisms that govern automated decision-making processes. These obligations reflect the role of a "trustee of information" and even that of an "active supervisor" in the exchange of data and user interactions (Kaushal et al., 2024). Such duties, codified in European Union regulations, impose a more serious level of responsibility for the consequences of platform operations—an approach that, in many traditional legal systems, including Iran, has not yet been comprehensively articulated in a unified regulatory framework (European Commission, 2025; European Union, 2024). In addition to transparency in

content moderation, recent EU rules emphasize the management of "systemic risks" for very large platforms, requiring them to conduct regular risk assessments and independent audits. These requirements elevate their role beyond mere intermediation and create a form of active responsibility for safeguarding public rights (Sekwenz et al., 2025). This international trend demonstrates that new legal standards for classifying the roles of digital platforms are emerging. Such standards may serve as a valuable comparative model in analyzing platform liability under Iranian law, particularly because the current Iranian framework lacks similarly precise and binding distinctions.

3. Contractual and Non-Contractual Liability of Platforms

An analysis of the contractual liability of digital platforms shows that the relationship between the user and the platform is formed through registration, acceptance of the terms of service, and the creation of a user account. This relationship constitutes a consensual contract that imposes specific obligations on the platform (Moghaminia, 2012; Shafiei-Nasab, 2022). Within this framework, any failure by the platform to provide accurate information, properly manage the payment process, register orders, or ensure the consumer's right of withdrawal may trigger contractual liability. In particular, under Articles 33 and 37 of Iran's Electronic Commerce Act, the provision of incomplete information or the restriction of the consumer's right of withdrawal constitutes a breach of statutory duty and gives rise to contractual liability (Ahmadzadeh & Khoshdel Vajari, 2016; Asadpour, 2024). Furthermore, pursuant to Article 46 of the same Act, contractual clauses that seek to limit the platform's liability are considered void if they deprive users of their legal rights (Ahmadzadeh & Khoshdel, 2016). Non-contractual liability of platforms is analyzed on the basis of Article 1 of the Civil Liability Act and the Islamic jurisprudential doctrine of causation. Practical examples demonstrate that platforms may incur tort liability where they fail to adequately protect users' data, enable fraud or deception by sellers, or cause harm to users through technical defects in the system (Hesam, 2021; Rahpeik, 2022). The most common instances of such liability include data security breaches, negligence in processing transactions, dissemination of inaccurate information, and failure to supervise sellers' performance. From a comparative law perspective, some advanced legal systems have sought to define platform liability not merely through contractual arrangements between users and platforms but also through explicit statutory rules. For example, under the European Union's Digital Services Act, digital platforms are subject to transparency and accountability obligations. Even in the absence of a specific contractual breach, failure to comply with statutory standards may independently give rise to liability (Akkanat Ozturk & Akin, 2024). This approach demonstrates that platform liability can extend beyond traditional contractual obligations to include regulatory duties aimed at protecting users and the public interest. Moreover, in the context of non-contractual liability, increasing attention has been paid to the active role of platforms in managing content and user interactions. Studies show that the Digital Services Act imposes obligations on large platforms concerning risk assessment, transparency reporting, and preventive measures against harmful content or activities—requirements that are not explicitly recognized in most classical liability regimes (Husovec, 2024). Such obligations may render platforms accountable for the consequences of their algorithmic, data-driven, or managerial decisions, even in the absence of a direct contractual violation.

Empirical research further indicates that assessing platform liability requires attention to systematic safeguards, such as periodic audits and structured risk management mechanisms. Where the design or operation of a platform contributes to the dissemination of harmful or dangerous content, the absence of appropriate preventive systems may constitute an independent basis for non-contractual liability (Shahi et al., 2025). This regulatory approach, increasingly reflected in European platform governance, may serve as a useful comparative model for Iranian law, which currently lacks similarly detailed statutory standards.

4. Platform Liability for Users' Acts and Misconduct

In addition to their own actions, platforms may also bear responsibility for the conduct of users. Where a platform facilitates deception, fails to respond to reports of misconduct, or provides misleading rating and ranking systems, civil liability may arise. This form of liability is rooted in Islamic jurisprudential doctrines such as deception (ghorur) and causation, and has also been recognized in Iranian judicial practice (Hosseini Moqaddam, 2023; Jafari Langroudi, 2007). Judicial decisions indicate that

even technical failures, such as disruptions in order registration, loss of data, or malfunctions in payment systems, can result in direct liability for the platform (Mohammadi Kordkhili, 2022; Rahpeik, 2022). An examination of legislation and case law reveals that legal gaps and ambiguity regarding the nature of platform liability remain among the principal challenges. Neither the Electronic Commerce Act nor the Consumer Protection Act comprehensively defines the scope of platform responsibility, leading to divergent interpretations in legal doctrine and judicial practice (Kazemi, 2018; Rostami, 2020). Proving fault in large-scale digital systems characterized by vast user bases and high volumes of data is particularly difficult, highlighting the need for clearer legal standards for establishing liability (Soroush, 2021). Furthermore, the lack of transparency in contractual terms and the inclusion of liability-limiting clauses expose users to significant risks and create tension between contractual freedom and consumer protection (Hashemi, 2019; Karbasi, 2020). The findings also demonstrate that platforms' involvement in transaction processes, data management, and technical service provision places them in a position where their responsibility cannot be confined to mere intermediation. Platforms are consistently responsible for providing accurate information, ensuring the right of withdrawal, safeguarding data security, and maintaining the integrity of payment processes. Any failure in these areas may constitute legal fault (Ahmadzadeh & Khoshdel, 2016; Hosseini Moqaddam, 2023). Overall, platform liability in Iran represents a combination of contractual liability, non-contractual liability, and liability arising from users' conduct. The precise determination of the applicable form of liability depends on the platform's role in user interactions and the extent of its intervention and control over transactions (Jafari Langroudi, 2007; Mohammadi Kordkhili, 2022; Rahpeik, 2022). In sum, digital platforms in Iran operate at the intersection of traditional legal doctrines and modern technological realities. Their civil liability therefore requires careful reconsideration and the adoption of specific regulatory frameworks. Legislative reform, clarification of obligations, and the development of operational standards would not only enhance user protection but also provide the legal certainty necessary for platform activities and address existing legislative gaps (Asadpour, 2024; Kazemi, 2018; Shafiei-Nasab, 2022).

Digital platforms in Iran, as principal actors in the online commerce ecosystem, operate far beyond the role of mere intermediaries. Their functions simultaneously encompass those of "representative of the seller," "implied seller," "trustee of information," and "facilitator of the contractual process," each of which gives rise to distinct legal responsibilities (Jafari Langroudi, 2007; Mohammadi Kordkhili, 2022). An analysis of contractual structures and operational mechanisms demonstrates that even platforms that ostensibly provide only technical services effectively assume the role of an "implied seller" by controlling and managing payments, registering orders, storing information, and offering rating and ranking systems. Accordingly, their civil liability cannot be confined solely to intermediation (Hosseini Moqaddam, 2023). One of the key findings concerns the significance of both contractual and non-contractual liability of platforms. Agreements between users and platforms are predominantly adhesion and consensual contracts, containing specific obligations such as the provision of technical services, payment management, accurate disclosure of information, and ensuring the consumer's right of withdrawal (Moghaminia, 2012; Shafiei-Nasab, 2022). The breach of any of these obligations, such as providing incomplete information, delaying reimbursement, disrupting payment systems, or restricting the right of withdrawal, gives rise to contractual liability (Ahmadzadeh & Khoshdel Vajari, 2016; Asadpour, 2024). The findings further indicate that liability-limiting clauses commonly included in adhesion contracts are void under Article 46 of Iran's Electronic Commerce Act and cannot validly restrict platform responsibility (Ahmadzadeh & Khoshdel, 2016). With respect to non-contractual liability, the findings suggest that platforms may incur liability arising from fault and negligence. Such fault may include failure to safeguard users' data, lack of supervision over sellers, facilitation of user deception, or technical defects within the system (Hesam, 2021; Rahpeik, 2022). In accordance with the Islamic jurisprudential doctrine of causation (tasbib), any platform that creates the conditions leading to harm may be held liable. For example, if a platform allows a seller to operate without proper identity verification and the seller subsequently commits fraud, the platform may be regarded as the predominant cause of the damage and thus bear responsibility (Jafari Langroudi, 2007). Another significant finding concerns platform liability for users' conduct. Where a platform creates the conditions for user deception or abuse, it may be held responsible for users' actions. This includes promoting or endorsing sellers, providing misleading rating systems, and failing to warn users about transactional risks. This role is particularly significant in Iran, where users tend to place substantial trust in information published on digital

platforms (Hosseini Moqaddam, 2023). The findings also reveal that legislative gaps and ambiguity in defining the nature of platform liability constitute major challenges. Existing laws, including the Electronic Commerce Act and the Consumer Protection Act, do not comprehensively and explicitly define platform responsibility, and many provisions refer only generally to electronic service providers. This situation has led to divergent interpretations in legal doctrine and judicial practice, increasing the potential for misuse (Kazemi, 2018; Rostami, 2020). Furthermore, establishing practical fault on the part of platforms operating large-scale systems with extensive user bases and massive data flows is particularly difficult (Soroush, 2021). In addition, the lack of transparency in contracts and terms of service exposes users' rights to risk and highlights the tension between contractual freedom and consumer protection. Many platforms attempt to reduce their obligations by incorporating liability-limiting clauses; however, such clauses often conflict with Article 46 of the Electronic Commerce Act and with general principles of consumer protection (Hashemi, 2019; Karbasi, 2020). Moreover, analysis of judicial practice indicates that industry custom and professional standards in the digital environment require platforms to maintain a high level of data security, accuracy of information, and accountability. Failure to meet these standards may constitute negligence and give rise to civil liability (Mohammadi Kordkhili, 2022; Rahpeik, 2022).

5. Differentiating Liability Based on the Platform's Role

The differentiation of civil liability for digital platforms is practically impossible without first identifying their precise legal role in each transactional relationship. A single platform may assume different roles across various contexts or even within a single transaction, which significantly complicates the determination of the type and scope of liability. Unlike traditional approaches that assess liability merely on the basis of whether a party is formally part of the contract, the decisive criterion in the digital environment should be the extent of the platform's effective involvement in shaping, directing, and controlling the transaction process (Hosseini Moqaddam, 2023; Jafari Langroudi, 2007; Mohammadi Kordkhili, 2022). This role-based approach, which has also been emphasized in recent European Union regulations, enables liability to be aligned with the platform's actual function and prevents overbroad or legally destabilizing generalizations (European Union, 2024; Husovec, 2024). In particular, the EU's Digital Services Act adopts a differentiated framework under which platform obligations are calibrated according to their level of control and intervention rather than imposed uniformly. Accordingly, platform liability may be classified on the basis of distinct legal roles. Where a platform acts as a "representative of the seller" or an "implied seller," for example, by managing payments, determining essential contractual terms, controlling pricing, or playing an active role in delivery, its responsibility closely resembles contractual liability, and it may be held accountable for breaches of fundamental transactional obligations. By contrast, where a platform merely provides the technical infrastructure but exercises active oversight over data management, recommendation algorithms, or rating systems, its role as a "trustee of information" or "data-driven supervisor" becomes more prominent. In such circumstances, non-contractual liability arising from fault or negligence in risk management may be triggered. This differentiated, role-based framework corresponds with the regulatory logic of the Digital Services Act, which does not impose absolute liability but instead calibrates obligations in proportion to the degree of control and intervention exercised by the platform (Akkanat Ozturk & Akin, 2024; European Commission, 2024). The importance of this distinction becomes evident in ensuring legal certainty. Failure to differentiate liability according to the platform's role may result in inconsistent judicial decisions, unpredictability in legal outcomes, and diminished user trust in online contracts. By contrast, a role-based approach enables both users and platforms to assess their respective obligations and legal risks in advance. Comparative experience from advanced legal systems demonstrates that clarifying platform roles and linking each role to a defined set of duties and remedies significantly contributes to reducing litigation and enhancing the efficiency of digital markets (European Commission, 2025; Sekwenz et al., 2025). In Iranian law, the absence of such structured differentiation constitutes one of the most significant legislative gaps, and revising existing laws with an emphasis on this criterion could represent a crucial step toward strengthening legal certainty and regulating the civil liability of digital platforms. To reduce legal risks and enhance user protection, legislative reform and the adoption of platform-specific regulations are essential. Such measures should include clarification of contractual and non-contractual obligations, standardization of technical procedures and data security requirements, and the establishment of clear evidentiary standards for

proving fault and determining liability. This approach would simultaneously provide legal certainty for platforms and safeguard users' rights, thereby addressing existing legislative deficiencies (Asadpour, 2024; Kazemi, 2018; Shafiei-Nasab, 2022).

6. The Hybrid Nature of Civil Liability of Digital Platforms in Iranian Law

As discussed in the preceding sections, the civil liability of digital platforms in online contracts under the Iranian legal system reflects a hybrid structure encompassing contractual liability, non-contractual liability, and liability arising from users' conduct. However, due to legislative gaps and ambiguities within Iranian law, these forms of liability have not been clearly articulated. Unlike many advanced legal systems, where platform liability is defined through specific and explicit regulations, in Iran it is primarily derived from general principles of civil law, Islamic jurisprudential doctrines, and scattered statutory provisions such as the Electronic Commerce Act and the Consumer Protection Act (Hosseini Moqaddam, 2023; Jafari Langroudi, 2007). In developed legal systems, platform liability has increasingly been shaped through targeted and detailed legislation. For example, in the European Union, rather than reducing platform responsibility to mere intermediation, comprehensive regulations such as the Digital Services Act have been enacted. This framework clarifies platform obligations concerning hosted content, establishes duties of active oversight, and seeks to balance freedom of expression with the need to combat harmful content; an equivalent, clearly structured regime is absent in Iranian law (European Union, 2024). Comparative studies further demonstrate that the treatment of platform liability for users' conduct differs significantly across jurisdictions. Research examining the civil liability of online platforms in Iran, the United States, and the European Union concludes that in the United States and Europe, platforms are generally not liable for privacy violations or unlawful acts committed by users, as the default rule favors intermediary immunity unless otherwise specified by statute. In Iran, however, despite the principle of personal liability, platforms may still be held responsible in cases where they create the conditions for deception or harm by providing an unsafe or unreliable infrastructure (Hesam, 2021). This structural divergence stems from the fact that many modern legal systems regulate digital intermediaries through specialized frameworks, including notice-and-takedown procedures and conditional liability regimes. Under such systems, if a platform becomes aware of unlawful content and fails to remove it, civil or even criminal liability may be triggered (European Commission, 2022). In contrast, in Iran, due to the absence of comparable statutory mechanisms, platform liability is largely determined through general civil law principles and jurisprudential doctrines. Moreover, it should be emphasized that the role of platforms in Iran is not confined to that of a neutral intermediary. In certain circumstances, platforms may assume the position of a "representative of the seller" or even an "implied seller," particularly when they provide services such as payment management, warehousing, transportation, or product guarantees (Mohammadi Kordkhili, 2022). This analysis aligns with comparative research on online marketplaces within the European Union, which indicates that even under European law, platforms may incur secondary liability in specific situations (European Union, 2024). From a practical perspective, this research further reveals that the role of platforms as "trustees of information," particularly in relation to data security breaches, constitutes a significant dimension of legal uncertainty in Iran (Jafari Langroudi, 2007). Other studies likewise indicate that foreign legal systems, particularly in Europe, attempt to enhance user protection by integrating data protection principles with platform liability regulations. Such integrated regulatory frameworks are not yet fully developed in Iran (European Commission, 2022).

Another important challenge revealed through comparative analysis concerns the balance between consumer protection and the freedom of platform activity. In the United States, for instance, Section 230 of the Communications Decency Act significantly limits platform liability for user-generated content, granting broad immunity so long as platforms maintain their intermediary role (Hesam, 2021). This relatively protective approach safeguards innovation and competitive freedom but may restrict comprehensive protection of user rights. By contrast, the European Union has established stricter regulatory frameworks that explicitly define platform responsibilities and may subject them to more extensive supervisory obligations in certain cases (European Union, 2024). Consequently, legal policymaking in Iran remains at an early stage in defining platform liability. The current framework relies heavily on general legal principles rather than responding effectively to the practical demands of the digital commerce environment (Hosseini Moqaddam, 2023). This contrasts with foreign jurisdictions that employ notice-and-takedown procedures, proactive monitoring standards, and platform-specific liability regimes in order to safeguard

citizens' rights while maintaining a balanced relationship between platform freedom and responsibility. In conclusion, the comparative analysis conducted in this study highlights two principal findings. First, legislative gaps and ambiguity in defining the nature and scope of platform liability in Iranian law necessitate structural reform. Second, international regulatory models, particularly those developed within the European Union, may serve as valuable legislative templates for regulating platform liability in Iran. These findings underscore not only the necessity of drafting clear and comprehensive regulations but also the possibility for Iranian lawmakers to draw upon comparative experience in designing a coherent framework that strengthens user protection while avoiding the excessive restriction of platform innovation (Hosseini Moqaddam, 2023; Mohammadi Kordkhili, 2022).

7. Conclusion

This study demonstrates that digital platforms in Iran perform multiple roles within the process of online transactions and that their civil liability extends well beyond mere intermediation. The findings indicate that platforms may be characterized as a "representative of the seller," an "implied seller," a "trustee of data," and a "service provider." In each of these capacities, they assume distinct contractual and non-contractual obligations. Their responsibilities include providing accurate information, managing payment processes, safeguarding data security, supervising user activities, and ensuring the consumer's right of withdrawal. A comparative analysis with other legal systems reveals that legislative gaps and ambiguity regarding the nature of platform liability constitute the principal challenge in Iran. Unlike advanced legal systems such as the European Union and the United States, where platform liability is defined through specific statutes, regulatory standards, and structured operational procedures, in Iran, platform responsibility is largely derived from general civil law principles, Islamic jurisprudential doctrines, and scattered provisions within the Electronic Commerce Act and consumer protection legislation. This fragmented framework leads to a lack of clarity in defining obligations, difficulty in establishing fault, and divergent judicial interpretations. Based on these findings, the adoption of platform-specific regulations appears necessary. Such regulations should explicitly define contractual and non-contractual liabilities, clearly distinguish between intermediary and service-provider roles, establish data security standards, and introduce supervisory mechanisms aimed at reducing user-related risks. The development of such a legal framework would not only strengthen consumer protection but also provide the legal certainty required for platform operations, thereby facilitating the healthy growth of the digital market in Iran. Ultimately, this research underscores the importance of revising and modernizing laws related to electronic commerce and platform civil liability. It suggests that adopting a tailored regulatory approach, drawing upon comparative international experiences, can create a secure and reliable legal environment for both user interactions and platform activities.

Ethical Considerations

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

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Conflict of Interest

The authors report no conflict of interest.

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