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Civil Liability of Business Operators for Mass Sales of 'Etiket Biru' Skincare via E-Commerce Platforms

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ABSTRACT

This article examined the civil-law consequences of mass marketing "Etiket Biru" skincare through e-commerce platforms in Indonesia. It addressed two questions: how the legality and contractual consequences of such transactions should be assessed, and under what conditions sellers and platforms could incur civil liability for consumer loss. The study employed normative legal research using statutory, conceptual, and analytical approaches. It examined legislation, official regulatory materials, and legal scholarship concerning pharmaceutical preparations, consumer protection, electronic transactions, and unlawful acts. The analysis found that the "Etiket Biru" label alone did not establish the legality or invalidity of a transaction. Assessment required consideration of the product's composition and classification, prescription and preparation conditions, distribution requirements, and the parties' conduct. Sellers could incur liability where the applicable legal elements, including loss and causation, were established. Platform liability depended on the duties governing the provider and evidence of its role, knowledge, response, or causative omission. The article concluded that consumer remedies and platform compliance required coordinated, case-specific assessment rather than categorical assumptions.

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INTRODUCTION

Digital marketplaces have expanded consumer access to skincare products and enabled sellers to reach buyers beyond the locations of conventional retail outlets. Through online listings, consumers can compare products, communicate with sellers, and complete transactions without visiting a physical store. These conveniences, however, may also make it difficult for consumers to verify a product's composition, regulatory classification, intended use, and the qualifications of the seller. Such difficulties become more significant when a product contains medicinal substances but is marketed as an ordinary cosmetic. One example is skincare commonly described as "Etiket Biru" in Indonesia.

The Indonesian Food and Drug Authority (Badan Pengawas Obat dan Makanan or BPOM) explained that "Etiket Biru" skincare generally refers to compounded preparations containing medicinal substances, including prescription medicines, and intended for particular patients following medical consultation and a doctor's prescription. BPOM has reported cases involving mass production and online distribution without the required prescription or medical supervision. It has also emphasized that such preparations are personal in nature and are not intended to be used or stored for long periods without regard to an individual patient's condition (Badan Pengawas Obat dan Makanan [BPOM], 2024a, 2024b). These statements establish the regulatory concern, but they do not mean that every product described by sellers or consumers as "Etiket Biru" has the same composition or legal status.

This distinction is important for civil liability. The label alone cannot establish whether a product is a cosmetic, a pharmaceutical preparation, or another regulated product; whether it was

prepared and distributed lawfully; or whether a particular sale is invalid. Those questions require examination of the product's actual composition, intended use, preparation process, prescription status, source of supply, and applicable authorization and distribution requirements. The legal analysis must also distinguish between a seller's conduct, the platform's role in facilitating the transaction, and the evidence connecting either party's conduct to a consumer's loss.

Indonesian law provides several potential bases for consumer protection. Law No. 8 of 1999 concerning Consumer Protection recognizes consumer rights to safety, accurate information, and compensation in circumstances governed by the statute. Law No. 17 of 2023 concerning Health regulates pharmaceutical preparations and prohibits specified conduct involving preparations that do not meet applicable requirements. Electronic transactions also engage rules on electronic contracts, trading through electronic systems, and the duties of electronic system providers. The existence of these legal frameworks, however, does not resolve every dispute automatically. The relevant provisions must be matched to the product, transaction, alleged misconduct, and claimed loss.

Prior studies have addressed consumer protection against illegal cosmetics sold online and the responsibilities of online sellers. Djaya (2020) examined the legal issues surrounding online marketing of illegal cosmetics, while Indah and Aryuda (2024) discussed consumer protection in relation to illegal online cosmetic distribution. Other research has considered marketplace operators' obligations concerning product descriptions and consumer protection (Afifah et al., 2025). These studies provide a foundation for understanding consumer rights and platform conduct. The present article focuses on a more specific legal difficulty: the need to distinguish the regulatory status of a preparation described as "Etiket Biru" from the validity of the transaction and from the separate civil responsibilities of sellers and platforms.

This distinction is necessary because a finding that a product was distributed contrary to regulatory requirements does not, without further analysis, establish that every related contract is void or that every platform is liable for resulting harm. A regulatory breach, a misleading representation, a contractual defect, and a medically established injury may overlap, but they are not interchangeable findings. Each requires its own legal basis and supporting facts. A claim for the purchase price may also involve different proof from a claim for medical expenses or bodily injury.

This article therefore examines two questions. First, how should the legality and contractual consequences of an online transaction involving non-compliant "Etiket Biru" skincare be assessed under Indonesian law? Second, under what conditions may sellers and e-commerce platforms incur civil liability for consumer loss? The article contributes a structured, case-specific framework that separates product classification, contractual validity, seller liability, and platform responsibility. It also identifies the evidentiary questions that must be addressed before a consumer's claim for compensation can be evaluated.

RESEARCH METHODS

This article employed normative legal research to examine the rules and legal principles governing the online marketing of skincare preparations described as "Etiket Biru." The object of analysis consisted of Indonesian legislation, regulatory materials, and legal doctrines concerning pharmaceutical preparations, consumer protection, electronic transactions, contractual validity, and civil liability. The article did not investigate individual consumers or sellers, and it did not seek to determine the composition or regulatory status of any specific product.

The research applied statutory, conceptual, and analytical approaches. The statutory approach examined the Indonesian Civil Code, Law No. 8 of 1999 concerning Consumer Protection, Law No. 17 of 2023 concerning Health, and regulations governing electronic systems and trade. The conceptual approach considered contractual validity, consumer rights, unlawful acts, fault, causation, and intermediary responsibility. The analytical approach applied those rules and concepts to the scenario of skincare preparations marketed online in circumstances that may fall outside the requirements governing their composition, preparation, prescription, supervision, or distribution.

The legal materials consisted of primary and secondary legal materials. Primary materials included legislation and official BPOM publications relevant to the regulatory treatment of "Etiket Biru" skincare. Secondary materials included legal scholarship and textbooks addressing consumer protection, contract law, and civil liability. Materials were selected according to their legal authority and relevance to the research questions. They were examined qualitatively through legal interpretation and deductive reasoning: the applicable legal rules were identified first, then applied to the factual conditions that would need to be established in a particular transaction.

The analysis proceeded in four stages. First, it distinguished the public label "Etiket Biru" from the product's actual composition and legal classification. Second, it assessed contractual validity without assuming that a label or an online sale alone made a transaction unlawful. Third, it examined the legal basis and elements of potential claims against sellers. Fourth, it assessed platform responsibility separately by considering the provider's applicable duties, role in the transaction, knowledge or notice, response, and any omission connected to the alleged loss. This method enabled the article to distinguish regulatory non-compliance from the additional elements required to establish civil liability.

RESULTS AND DISCUSSION

1. Regulatory characterization and contractual validity

The first issue in assessing an online sale of "Etiket Biru" skincare is identifying the legal category of the product. The expression is commonly used to describe compounded skincare preparations containing medicinal substances, but it is not, by itself, a complete legal classification. BPOM's explanation indicates that preparations of this kind are intended for individual patients following consultation and a prescription. BPOM has also reported mass production and online distribution outside those conditions (BPOM, 2024a, 2024b). Those findings provide regulatory context, but a civil claim concerning a particular transaction still requires evidence about the product involved.

The relevant factual questions include the product's ingredients, intended use, method of preparation, prescription status, source of supply, and applicable authorization or distribution requirements. The product's packaging and label may be relevant evidence, but neither should be treated as conclusive. A seller's use of the term "Etiket Biru" does not prove that the preparation was lawfully compounded for an individual patient; conversely, the label alone does not establish that every transaction involving the product is unlawful. The legal characterization must follow from the applicable rules and the established facts.

This distinction also prevents the article from treating every regulatory violation as an automatic ground for contractual nullity. Article 1320 of the Indonesian Civil Code sets out the requirements for a valid agreement: consent, capacity, a certain subject matter, and a lawful cause. Articles 1332 and 1337 are relevant to the limits on objects of commerce and unlawful causes. These provisions require an assessment of the agreement and the object or cause involved. If the product or transaction falls within a legal prohibition, that prohibition may affect contractual enforceability. The conclusion, however, must identify the specific prohibition and explain how it applies to the transaction. The mere use of the label "Etiket Biru" is not a substitute for that analysis.

The distinction between regulatory status and contractual validity is particularly important in online transactions. A consumer may agree to purchase a product based on a listing, product description, advertisement, or seller communication. If the seller makes false statements about the product's composition, authorization, medical supervision, or suitability for the consumer, those statements may be relevant to whether consent was properly obtained and whether the seller complied with consumer-information duties. Article 1328 of the Civil Code addresses fraud as a ground relevant to consent. Whether fraud is established depends on the representation made, its materiality, and its effect on the consumer's decision. Information asymmetry may explain the consumer's vulnerability, but it does not independently prove the elements of fraud.

For example, a listing may describe a preparation as suitable for general skincare use, while the product's actual composition or preparation conditions may require individualized medical assessment. If the seller knew, or was legally required to know, that the description was inaccurate, the representation may be relevant to the consumer's consent and statutory rights. The analysis must nevertheless establish what the seller actually stated, whether the statement was misleading, and

whether it concerned a material feature of the transaction. A general allegation that a product was "illegal" is insufficient to identify the precise contractual defect.

The Consumer Protection Act provides a separate basis for examining the seller's information and marketing conduct. Consumer rights to safety and accurate information are relevant where a seller presents a medicinal preparation as an ordinary cosmetic or omits material information about its use and restrictions. The legal assessment should identify the particular statement or omission and connect it to the applicable statutory duty. A product's non-compliant distribution may support a regulatory finding, but a claim for civil relief must still identify the consumer right affected and the remedy sought.

Consumer protection should not be interpreted as removing the need to identify the product and the conduct at issue. Rather, it supplies standards against which the seller's marketing and sale can be assessed. Where the seller's description obscures a product's actual nature, the question is not simply whether the consumer purchased something called "Etiket Biru." It is whether the seller provided information required by law and whether the consumer's decision or loss was connected to a breach of that obligation.

The literature on online cosmetics has examined risks created by illegal distribution and inadequate consumer information (Djaya, 2020; Indah & Aryuda, 2024). Research concerning consumer protection against hazardous skincare also underscores the importance of product safety and information (Wiyardhani et al., 2025). The present analysis narrows the question to the legal consequences of a specific transaction involving a preparation described as "Etiket Biru." Rather than treating all illegal cosmetics or all online sales as legally identical, it requires the product category, alleged breach, and claimed consequence to be established separately.

The regulatory and contractual inquiries may inform one another, but they should remain analytically distinct. Regulatory classification identifies the rules governing the product and its preparation or distribution. Contract law examines the agreement, including the legality of its object or cause and the quality of consent. Consumer-protection law addresses statutory rights and duties in the sale. A finding under one framework may be relevant to another, but it does not automatically settle the other framework's requirements.

2. Seller liability and consumer remedies.

A seller may incur civil responsibility where the sale or marketing of a preparation violates an applicable legal duty and causes a consumer's loss. The legal basis may arise from consumer-protection legislation, contractual obligations, or the rules on unlawful acts. These bases should not be conflated: each has its own requirements, and the remedy must correspond to the claim established.

Article 19 of the Consumer Protection Act provides a statutory basis for compensation in circumstances covered by that provision. Its application requires attention to the nature of the goods or services, the loss alleged, and the statutory conditions. It should not be described as a rule that makes every seller automatically liable for every injury alleged after a consumer uses a product. The claimant must identify the relevant conduct and loss, while the seller may contest the factual and legal basis of the claim. Article 28 addresses the burden of proof concerning fault in claims governed by the relevant provisions; it should not be read as reversing the burden of proof for every element of every consumer claim.

A separate claim under Article 1365 of the Civil Code requires proof of an unlawful act, fault, loss, and a causal relationship between the act and the loss. The legal analysis should identify the conduct alleged to be unlawful, the duty or standard that made it wrongful, the loss suffered, and the connection between the two. A regulatory violation may be relevant to establishing wrongful conduct, but the claimant must still demonstrate the other elements required for the particular civil claim.

In disputes involving skincare, the evidence may include the product and its packaging, the online listing, seller communications, transaction records, proof of payment, medical records, and expert assessment where appropriate. The evidence needed for a refund claim may differ from the evidence needed to establish medical expenses or bodily injury. A claim for the purchase price may focus on the product delivered, the representations made before purchase, and the terms of the transaction. A claim for physical injury requires a sufficient basis for connecting the product and the alleged injury.

Causation is particularly important where the consumer alleges an adverse health effect. The fact that a consumer used a product and later experienced a skin condition does not, by itself, establish

that the product caused the condition. The analysis should consider the product's composition, the consumer's use of it, relevant medical findings, and other possible explanations. This does not eliminate consumer protection; it ensures that compensation is tied to the loss legally attributable to the conduct at issue.

The distinction between different kinds of loss also matters when determining the appropriate remedy. A consumer who received a product materially different from the one advertised may seek a remedy connected to the transaction itself. A consumer who alleges medical injury may seek compensation for loss that can be established and legally attributed to the seller's conduct. The legal basis and evidence may overlap, but the court or other decision-maker must assess the nature and extent of the loss rather than treating every allegation as equivalent.

Article 19(3) of the Consumer Protection Act contains a seven-day period relating to compensation. That provision should not be presented as an unconditional requirement to pay every disputed claim within seven days regardless of the circumstances. It must be read in its statutory context and applied to the type of claim and facts before the decision-maker. Likewise, the burden-of-proof rule in Article 28 should be described precisely: it concerns fault in the relevant statutory context, rather than dispensing with the need to establish loss and the required connection between the loss and the conduct.

The seller's responsibilities may also be affected by the way the product is offered. Where a seller advertises a preparation as suitable for general use despite restrictions that apply to its actual composition or classification, the description may be relevant to both statutory consumer rights and the formation of the agreement. If the seller conceals that the preparation requires a prescription or medical supervision, that omission may be relevant to whether the consumer received material information. These questions must be assessed on the evidence of the listing and transaction rather than assumed from the product label alone.

The seller's role may extend beyond posting a listing. A seller may select the product, determine its description, answer questions, receive payment, arrange delivery, or make claims concerning safety and efficacy. These activities can help identify the seller's relevant obligations. If a seller merely resells a product obtained from another party, the source of the product may be relevant to the factual inquiry, but it does not automatically eliminate the seller's own duties toward the consumer. The legal consequences depend on the applicable rules and the seller's conduct.

The literature on online cosmetic sales has identified consumer-protection concerns arising from illegal distribution and misleading product information (Djaya, 2020; Indah & Aryuda, 2024; Wiyardhani et al., 2025). Studies on consumer protection and marketplace product descriptions also highlight the need to distinguish the seller's conduct from the platform's role (Afifah et al., 2025). The present article adds that the remedy must be matched to the specific legal basis and the type of loss alleged. A regulatory breach, a misleading representation, a contractual defect, and a medically established injury may overlap, but they are not interchangeable findings.

A consumer's claim should therefore identify the seller's specific conduct and explain how it falls within the relevant legal rule. This approach avoids two opposite errors. The first is to assume that every product described as "Etiket Biru" creates automatic liability. The second is to disregard a consumer's claim merely because the product's classification or the seller's role has not yet been conclusively established. The proper response is to identify what facts are material, determine what evidence can establish them, and apply the legal elements to the claim actually made.

3. E-commerce Platform Responsibility

Platform responsibility must be assessed separately from the seller's primary obligations. An e-commerce platform may provide the electronic system through which a seller displays products, communicates with consumers, receives orders, or processes transactions. The extent of its legal responsibility depends on the applicable statutory and contractual duties and on the platform's actual role. It cannot be determined solely from the fact that the product was sold through the platform.

Government Regulation No. 71 of 2019 addresses the operation of electronic systems and the responsibilities of electronic system providers. Government Regulation No. 80 of 2019 governs trading through electronic systems. These instruments are relevant to the duties of providers and parties involved in electronic commerce. Their application to a particular platform dispute requires

identification of the precise provisions governing the provider's conduct, rather than a general assertion that a platform is either immune from liability or automatically responsible for every seller's product.

A platform's conduct may be relevant in several ways. It may have a role in the design and operation of the listing system, seller verification, product-category restrictions, complaint handling, payment, or the removal of prohibited listings. Evidence that a platform received a report about a particular listing may be relevant to its knowledge and response. However, prior notice should not be treated as the only possible basis for responsibility: any independent duty imposed by law or contract must also be considered. Conversely, the mere existence of a listing does not establish that the platform knew of the alleged violation or that its conduct caused the consumer's loss.

The appropriate analysis therefore asks what the platform was required to do, what it actually did, what information was available to it, and whether an act or omission contributed to the loss claimed. Article 1365 of the Civil Code may be relevant where the elements of an unlawful-act claim are established. Article 1366 may be relevant to negligent conduct. Neither provision should be applied without examining the alleged duty, fault, loss, and causal connection.

The platform's functions should be assessed in context. A provider that supplies general electronic infrastructure may have a different role from one that determines how products are categorized, controls the content of listings, processes payments, or directly participates in fulfillment. These differences do not establish liability or immunity by themselves. They help identify the provider's actual participation and the duties that may apply to it.

A platform's internal rules may also be relevant, particularly where they address prohibited products, seller conduct, consumer complaints, or removal of listings. However, the existence of a platform policy does not necessarily establish a statutory duty in every circumstance. The analysis should distinguish the provider's contractual commitments, its applicable legal obligations, and any voluntary measures it has adopted. A breach of a platform rule may be relevant evidence, but the civil consequences must be assessed under the legal basis relied upon by the claimant.

Notice and response are also important, but they should not be treated as a complete test. If a platform receives a sufficiently specific complaint identifying a potentially prohibited product, the complaint and the platform's response may help establish what information was available and what steps were taken. The significance of the notice depends on its content, timing, and the provider's applicable duties. A vague complaint may raise different questions from a report supported by product details, transaction records, or an official notice. Likewise, a platform's removal of a listing after notice may be relevant, but it does not necessarily resolve whether an earlier act or omission contributed to an established loss.

Recent scholarship has debated the extent to which marketplaces can be treated as passive intermediaries. Research on product-description violations has considered the legal duties of marketplace operators under consumer-protection law (Afifah et al., 2025). Research on online distribution of illegal cosmetics has also discussed consumer protection and enforcement concerns (Indah & Aryuda, 2024; Djaya, 2020). These discussions are relevant to the present issue, but they do not eliminate the need for a fact-specific legal analysis. The platform's actual functions and conduct must be established before its civil responsibility can be determined.

For "Etiket Biru" skincare, platform assessment may require attention to the type of product listed, the claims made by the seller, the platform's seller and listing controls, and any reports or enforcement notices it received. A platform that merely provides general infrastructure may present different facts from one that actively controls product presentation, payment, or fulfillment. Even where a platform's conduct is found deficient, the claimant must still establish the legal elements connecting that deficiency to the claimed loss.

The connection between platform conduct and consumer loss is particularly important. A platform's failure to act may be relevant to a claim if a legal duty required action and the omission contributed to the loss. But it is not enough to state that the platform enabled a transaction. The claimant must identify the particular act or omission, the applicable duty, and the causal relationship required by the legal basis. For example, a claim concerning a misleading product description may require examination of who created or controlled the description and what the platform did with it. A claim concerning an allegedly harmful product may require additional evidence about the product, the consumer's use, and the cause of the injury.

The policy issue is how to coordinate pharmaceutical oversight, consumer-protection enforcement, and e-commerce compliance. Clearer procedures for reporting, reviewing, and removing listings may improve the handling of products subject to special restrictions. Transparent complaint processes may also help consumers preserve transaction records and communicate the nature of their concerns. These proposals should be understood as recommendations for regulatory and platform practice, not as a claim that a particular platform is already subject to a specific duty unless that duty can be traced to an applicable legal provision.

Platform accountability should therefore be neither presumed nor dismissed. A categorical rule that platforms are always liable would ignore differences in their functions, knowledge, and conduct. A categorical rule that platforms are merely passive intermediaries would likewise overlook duties that may arise from legislation, contractual commitments, or their actual participation in the transaction. The appropriate analysis identifies the applicable duty and evaluates the provider's conduct against it.

4. An integrated framework for assessing civil liability

The preceding analysis indicates that a consumer dispute involving "Etiket Biru" skincare should be assessed through a sequence of distinct legal questions. First, the product's actual composition and regulatory classification must be identified. Second, the transaction must be examined under the rules on contractual validity and consumer information. Third, the seller's conduct must be assessed against the applicable statutory or contractual duty and the elements of the remedy sought. Fourth, platform responsibility must be considered separately, with attention to its own duties and conduct. This sequence prevents a regulatory concern from being treated as automatic proof of contractual nullity, seller liability, or platform liability.

The first stage concerns the product itself. Relevant information may include the ingredients, intended use, preparation process, prescription status, source, and applicable authorization or distribution requirements. BPOM publications can explain the general regulatory concern associated with preparations described as "Etiket Biru," but they do not prove the composition or legal status of every product sold online. Product-specific evidence is therefore necessary where the dispute turns on classification or compliance.

The second stage concerns the transaction. The legal analysis should identify what the consumer agreed to purchase, what the seller represented, and whether the agreement meets the requirements of the Civil Code. If a product or transaction falls within a legal prohibition, the effect of that prohibition on the agreement must be explained. If the claim concerns misleading information, the specific representation or omission should be identified and evaluated under the relevant consumer-protection and contract rules.

The third stage concerns the seller's liability. The claimant should identify whether the claim is based on statutory consumer protection, contractual obligations, or an unlawful act. The selected basis determines which elements must be established and what remedy may be available. The evidence should be matched to the loss alleged. A request for a refund, a claim for medical expenses, and a claim for other consequential loss may require different factual and legal analysis.

The fourth stage concerns the platform. The inquiry should identify the provider's applicable duties and actual role, then examine its conduct, available information, response, and any alleged omission. The platform's responsibility should not be merged with the seller's merely because both participated in the same online transaction. Each actor's conduct should be assessed according to the duties that apply to that actor.

This integrated approach also clarifies the role of evidence. Regulatory materials can establish general requirements and concerns associated with certain preparations. Transaction records and seller representations may establish what was offered and agreed. Product packaging, labels, and available product information may help identify the item sold, although they may not conclusively establish its composition. Medical evidence may be necessary to substantiate an alleged injury and its connection to the product. Platform records, reports, and responses may be relevant to whether the provider breached a duty and whether that breach contributed to the loss.

Evidence should be considered in relation to the issue it is capable of proving. A screenshot of a listing may establish the description shown to a consumer, but it may not establish the product's actual ingredients. A receipt may establish a transaction and payment, but it may not prove a health injury. A

medical record may document a condition, but additional evidence may be needed to connect it to the product. A complaint sent to a platform may establish notice of a concern, but its legal significance depends on the content of the report, the provider's duties, and the circumstances of the response.

The framework also prevents the responsibilities of different actors from being treated as interchangeable. A seller may be responsible for the product description or sale; a supplier may have a role in preparation or distribution; and a platform may facilitate the listing or transaction. Their conduct may intersect, but each actor's civil responsibility must be linked to the relevant legal duty and the elements of the claim. A consumer's loss should not be attributed collectively to all participants without identifying how each participant's conduct satisfies the applicable legal requirements.

The framework does not make consumer claims unnecessarily difficult. Instead, it provides a structured way to assess them. Consumers may face information asymmetry because they cannot readily inspect a product's composition or the seller's compliance before purchase. Transaction records, product information, communications, and complaints may help address that imbalance. At the same time, legal findings must remain grounded in evidence so that liability and compensation are assigned according to the law rather than assumed from the product label or the online setting alone.

The same approach supports clearer regulatory and platform practice. Regulatory authorities may provide information about product categories and restrictions, while platforms may maintain reporting and review procedures for listings that raise compliance concerns. Consumer-protection mechanisms may assist consumers in identifying the relevant seller, preserving transaction evidence, and pursuing remedies. Coordination among these functions can improve responses to potentially non-compliant products while preserving the need for case-specific assessment.

Accordingly, a legal finding should identify both the rule and the facts that satisfy its elements. This is particularly important where several actors participate in the supply chain. The seller's conduct in preparing or marketing a product, a distributor's role in supplying it, and a platform's role in facilitating the transaction may raise different legal questions. Civil responsibility should be attributed according to each actor's applicable duty and proven conduct, rather than assigned collectively because the product appeared online.

CONCLUSION

The civil-law consequences of online sales of "Etiket Biru" skincare depend on the product's actual composition and regulatory classification, the conditions of its preparation and distribution, and the conduct of the parties. The label alone does not establish that every transaction is unlawful or automatically void. Contractual validity must be assessed under the applicable rules, including the requirements concerning consent, the object, and lawful cause, while consumer-protection duties must be connected to the information and conduct at issue.

A seller may incur liability where an applicable statutory, contractual, or general civil-law duty has been breached and the elements of the relevant claim are established. The legal basis and remedy must correspond to the loss alleged, and causation must be addressed where required. Platform responsibility must be assessed separately by identifying the provider's specific duties, role, knowledge or notice, response, and any omission connected to the consumer's loss. A case-specific approach, supported by appropriate evidence and coordinated regulatory oversight, can protect consumers without relying on categorical assumptions about contract invalidity or platform immunity.

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