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## Civil Liability of E-Commerce Platform Operators in Korea<sup>1</sup> (Focusing on the P2C Relations)

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### Abstract

This paper introduces and analyzes Korean law regarding the civil liability of e-commerce platform operators or intermediaries. The E-Commerce Act in Korea outlines three basic liabilities and two enhanced liabilities for these intermediaries. The Act requires intermediaries to notify consumers that they are not parties to the sales contract and to provide the seller's identity information, clarifying the party responsible for the contract. It also mandates that intermediaries handle complaints and disputes arising from transactions, acting as moderators between sellers and consumers. The enhanced liabilities address intermediaries who are also sellers or those involved in transactions, aiming to protect consumers by recognizing the intermediary's liability as a seller or on behalf of a seller. Ongoing debates exist about the basis for attributing responsibility and the effectiveness of these two enhanced liabilities. The paper concludes that the three basic liabilities are more crucial than the two enhanced ones, with the duty to handle complaints and disputes being particularly important for consumer protection. Recent developments in self-regulation reflect a constructive market response, aligning with the characteristics of Korean law.

**Keywords:** E-Commerce Act of Korea; E-Commerce Intermediary; Platform Operator; Platform Liability.

### Introduction

The purpose of this paper is to introduce and analyze Korean law on the civil liability of e-commerce platform operators. In Korea, the “Act on Consumer Protection in Electronic Commerce, etc.” (hereinafter referred to as the “E-Commerce Act”) was enacted in 2002 to regulate the civil liability of

<sup>1</sup> This paper is a reflection of the author's presentation at the 18th International Association of Consumer Law (IACL) Conference held on July 19-21, 2023, in Hamburg, Germany. The content of this paper is an expansion and elaboration of the ideas presented during the conference.

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e-commerce sellers and platform operators or intermediaries. An ‘e-commerce platform operator’ refers to an entity managing a transaction system, known as an ‘e-commerce platform,’ facilitating transactions between sellers and consumers in e-commerce. The E-Commerce Act distinguishes between ‘sale’ and ‘intermediation,’ setting different responsibilities for sellers and intermediaries. However, for consumer protection, legislative efforts have been made to enhance the liability of e-commerce platform operators.

While some existing literature in Korea focuses on the legal status and liability of platform operators within e-commerce,<sup>1</sup> the primary emphasis is on strengthening platform liability under the E-Commerce Act for consumer protection.<sup>2</sup> Recently, there has been a rise in literature introducing legislative examples from abroad (particularly from the EU) concerning platform liability, driven by the need to enhance consumer protection.<sup>3</sup>

Before discussing the strengthening of platform liability in Korea, it is essential to understand the structure of e-commerce transactions through platforms and analyze the current regulations under the E-Commerce Act. The Act has been amended several times to strengthen platform liability, making it necessary to systematize the historical development of these regulations. This comprehensive understanding is crucial for considering future regulatory directions for e-commerce platforms.

Given this perspective, this paper explores the structure and characteristics of the civil liability of e-commerce platform operators under the E-Commerce Act in

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<sup>1</sup> Choong Hoon Lee, ‘Liability of Internet Sale Intermediary’ (2007) 38 *Advanced Commercial Law Review* (Korean).[24-49]; Jihyun Choi, ‘Online Platform Operator’s Civil Liability – Focusing on ‘Open Market’(Online Marketplace)’ (2019) 12-4 *Ajou Law Review* (Korean).[152-172].

<sup>2</sup> Hyong-Suk Ko, ‘Mail Order Brokerage and Consumer Protection’ (2015) 2-2 *Distribution Law Review* (Korean).[107-147]; Seungjin Lee, ‘Digital Platform and Consumer Issues — Non-Monetary Transactions’ (2020) 30-4 *The Yonsei law review* (Korean).[497-535]; Hyong-Suk Ko et al, ‘A Study on Consumer Protection on Online Brokerage Platforms’ (2022) 98 *The Korean Journal of Civil Law* (Korean).[73-118].

<sup>3</sup> Byung Jun Lee, ‘The Legal System of the EU Digital Services Act and Platform Regulation’ (2021) 8-1 *Distribution Law Review* (Korean). [43-79]; Sangjoong Kim, [*et.,al.*], ‘Report of the European Law Institute: Model Rules on Online Platforms’ (2021) 7-1 *Journal of Consumer Law*. [383-452].

Korea. It will first examine the regulatory framework and transaction structure of e-commerce platforms, clarifying the structure of liability for platform operators. Based on this foundation, the paper will analyze civil liability, categorizing it into ‘basic liability’ and ‘enhanced liability.’ It will then provide an overview of recent trends and developments in e-commerce platforms in Korea, including legislative efforts to strengthen platform liability and recent self-regulatory agreements among stakeholders. Finally, the paper will summarize the discussion and provide a brief analysis of the regulatory characteristics of e-commerce platforms under Korean law.

This study primarily employed a method of analyzing current law through a literature review and examination of legislative history. Additionally, it investigated recent trends and developments, including discussions on legislative efforts to revise the Act and agreements on self-regulation.

## **The Structure of Liability for E-Commerce Intermediaries under the E-Commerce Act**

### **1. Regulatory Framework of the E-Commerce Act**

#### **(1) Mail Order Sales, E-Commerce and Mail Order Intermediation**

The E-Commerce Act, enacted in 2002, was established by segregating the ‘mail order sales’ section from the “Act on Door-to-Door Sales, etc.” (1991) and introducing regulations specific to ‘e-commerce’.<sup>4</sup>

Under the E-Commerce Act, ‘**mail order sales**’ refers to the sale of goods or services (including rights to use facilities or receive services)<sup>5</sup> by providing information on the sale of goods or services by mail, telecommunications, or other

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<sup>4</sup> Heesok Seo, ‘Legal Status and Liability of E-Commerce Intermediary—Reorganization of the Liability of E-Commerce Intermediary under the E-Commerce Act’ (2021) 7-1 Journal of Consumer Law (Korean).[100].

<sup>5</sup> The use of the term ‘services’ as an object of sales in the Act has faced criticism, as services are not typically considered objects of sales. However, it is noted in parenthesis that services are defined to include the right to use certain facilities or receive services. In this context, it is understood that the Act employs the terminology of services as part of the sales framework by making services a right to receive services or use certain facilities.

means as stipulated by the Prime Minister's Ordinance, upon receiving a consumer application, excluding explicitly 'telemarketing (telephone) sales' under the Act on Door-to-Door Sales, etc." (Article 2, Subparagraph 2 of the Act<sup>6</sup>). Within this definition, sales conducted via telecommunications or the internet fall under its scope, thereby encompassing 'sales conducted through e-commerce.'

The term '**e-commerce**' is commonly interpreted as sales through the internet. However, the Act's definition is more comprehensive, encompassing electronic transactions beyond internet-based sales, such as electronic payment. Consequently, within the scope of the E-Commerce Act, there exists an overlap between mail order sales and electronic commerce in certain aspects.<sup>7</sup>

Despite its emphasis on e-commerce, the E-Commerce Act primarily centers its regulatory framework on 'mail order sales,' with only specific regulations on aspects of e-commerce, such as electronic payment or measures to prevent errors in electronic transactions. Under this Act, a '**mail order seller**,' defined as a person engaged in mail order sales, is subject to relatively stringent duties and is held liable for violations of these duties (Articles 13 through 19 of the Act).

On the other hand, '**mail order intermediation**' refers to 'facilitating mail order sales between parties,' defined as "the process of providing access to a cybermall<sup>8</sup>—a virtual business place enabling transactions via computers and other communication facilities—or arranging mail order sales between involved parties in a manner specified by the Prime Minister's Ordinance" (Article 2, Subparagraph 4 of the Act). According to the Prime Minister's Ordinance, there are three methods of mail order intermediation (Article 3 of the Enforcement Regulations of the Act): (1) granting access to cybermall (place rental type), (2) providing advertising resources

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<sup>6</sup> Hereinafter, the citations of the "E-Commerce Act" shall be made only by "the Act".

<sup>7</sup> There is a theoretical controversy regarding the relationship between mail order sales and e-commerce, and some argue that mail order sales constitute a broader concept that encompasses e-commerce (For an in-depth discussion, see Byung Jun Lee, 'E-Commerce Platform and the Responsibility for Contractual Relations' (2019) 5-1 Journal of Consumer Law (Korean).[27]). However, this paper will interpret it as a partially overlapping relationship based on the position of the Korea Fair Trade Commission, the main department of this Act.

<sup>8</sup> This 'cyber-mall' can be understood as a 'transaction system' operated by a mail order intermediary or e-commerce platform operator.

for mail order sales under the intermediary's name (advertisement provision type), and (3) actively participating in sales aspects, like dispensing information or handling applications, featuring the intermediary's name in advertisements (transaction involvement type). All methods require using a 'cybermall,' with the level of involvement in mail order sales increasing from (1) to (3).

In this context, a person involved in 'mail order intermediation' is termed a **'mail order intermediary'** (Article 20, Paragraph 1 of the Act). The liabilities of a mail order intermediary, as outlined in Article 20, Article 20-2, and Article 20-3 of the Act, are distinct from those of a 'mail order seller.'

Therefore, it can be seen that the E-Commerce Act defines 'mail order sales' and 'mail order intermediation,' respectively, and also distinguishes between the liabilities of 'mail order seller' (Articles 13 through 19 of the Act) and those of 'mail order intermediary' (Article 20, Article 20-2, and Article 20-3 of the Act).

## **(2) The Structure of Transactions on E-Commerce Platforms**

The E-Commerce Act, which governs both mail order sales and e-commerce, primarily focuses its regulatory framework on mail order sales. Even though the 'mail order sales' encompass the e-commerce transactions (sales conducted through e-commerce), there has been a recent shift in the amount and substantiality of mail order sales, particularly towards e-commerce transactions, largely due to the growing role of e-commerce platform operators or intermediaries. For simplicity, this article will use **'e-commerce sales'** instead of 'mail order sales' and **'e-commerce intermediary'** instead of 'mail order intermediary.' Additionally, the terms 'e-commerce intermediary' and 'its transaction system' will be used interchangeably with **'e-commerce platform operator'** and **'e-commerce platform,'** respectively.

In transactions facilitated by an e-commerce platform, the roles of seller and intermediary are distinguished by their actions: 'sale' and 'intermediation.' A seller enters into a contract ("platform use contract") with the e-commerce platform operator to use the platform, sells goods or services to consumers, and delivers these items to them. Meanwhile, consumers also enter in a contract ("platform use

contract”) with the platform operator and purchases goods or services from the seller. The actual contract for the purchase of goods or services (“sales contract”) is concluded between the consumer and the seller.<sup>9</sup>

In summary, while transactions on e-commerce platforms are structured around a three-sided contractual relationship, the basic regulatory framework of the E-Commerce Act is based on the conceptual distinction between ‘sale’ and ‘intermediation’ within these transactions. Sales occur directly between sellers and consumers, while intermediation, governed by separate ‘platform use contracts,’ is managed by the e-commerce platform operator.

## **2. The Structure of Liability for E-Commerce Intermediaries**

The content of the E-Commerce Act regarding the liability of e-commerce intermediaries has been amended twice, in 2012 and 2016, since its enactment in 2002.

In 2002, the Act first required intermediaries to notify consumers that they are not parties to the sales contract, establishing joint liability if this notification was not provided and consumer damages occurred. Additionally, intermediaries were mandated to provide seller identity information, with administrative sanctions for non-compliance. The Act also addressed the ‘liability of an e-commerce intermediary who is also a seller,’ requiring them to bear the same liabilities as a seller under the E-Commerce Act, even when acting in an intermediary capacity.

The 2012 amendments to the Act refined these provisions, establishing the fundamental regulatory framework governing the liability of e-commerce intermediaries under the current E-Commerce Act. These amendments included the ‘duty to notify their non-party status’ with joint liability for non-compliance<sup>10</sup> and the ‘duty to provide seller identity information,’ for which administrative sanctions were replaced by joint liability for non-compliance.<sup>11</sup> Additionally, a

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<sup>9</sup> Regarding the ‘three-sided contractual relationship’ in the transactions on e-commerce platform, see also Lee (n 9).[15-16].

<sup>10</sup> *Article 20, Paragraph 1 of the Act and Article 20-2, Paragraph 1 of the Act.*

<sup>11</sup> *Article 20, Paragraph 2 of the Act and Article 20-2, Paragraph 2 of the Act.*

new duty was introduced, requiring intermediaries to facilitate the handling of consumer complaints and dispute resolution in transactions conducted through their platforms,<sup>12</sup> with administrative sanctions for failing to meet this duty.

In 2016, the Act retained the fundamental regulatory framework established in the 2012 Revised Act while introducing additional measures. Notably, it expanded liability to include e-commerce intermediaries involved in the transaction process, such as those handling applications or receiving payments.<sup>13</sup> This provision mandates that if a seller on the platform fails to fulfill their duties under the E-Commerce Act, the intermediary assumes these duties on the seller's behalf ('supplementary liability'). This expansion of liability aims to enhance the liability of e-commerce intermediaries or platform operators, thereby providing a higher level of consumer protection.

The current structure of liability for e-commerce intermediaries, developed through this historical transition, can be categorized into 'basic' liabilities' and 'enhanced liabilities.' Basic liabilities include three duties and their associated responsibilities: ① the duty to notify that the intermediary is not a party to the contract (joint liability for consumer damages), ② the duty to provide seller's identity information (joint liability for consumer damages), and ③ the duty to take measures to resolve disputes, etc. (administrative sanctions). Enhanced liabilities include: ④ the liability of an intermediary who is also a seller, and ⑤ the supplementary liability of a transaction involvement type intermediary. 'Basic liabilities' refer to the responsibilities of the intermediary under the regulatory framework of the E-Commerce Act, which conceptually distinguishes between sales and intermediation, while 'enhanced liabilities' represent a higher level of accountability, aimed at strengthening consumer protection.

The structure of liability for e-commerce intermediaries under the current E-Commerce Act can be summarized in the following table.

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<sup>12</sup> Article 20, Paragraph 3 of the Act.

<sup>13</sup> Article 20-3 of the Act.

**Table 1.** The Structure of Liability for E-Commerce Intermediaries under the E-Commerce Act

	Article 20	Article 20-2	Article 20-3
Paragraph1	① Duty to notify that it is not a party	Joint liability for consumer damages	
Paragraph2	② Duty to provide seller's identity information	Joint liability for consumer damages	
Paragraph3	③ Duty to take measures to resolve disputes, etc. (administrative sanctions)	④ Liability of an e-commerce intermediary who is also a seller	⑤ Liability of a transaction involvement type intermediary (=supplementary liability)

(Note) ①②③: basic liability, ④⑤: enhanced liability

Source: Heesok SEO<sup>14</sup>

## Basic Liabilities of E-Commerce Intermediaries

### 1. Duty of Notice and Joint Liability for Consumer Damages

#### (1) Legislative Intent and Content

In e-commerce transactions, intermediaries are generally not parties to the sales contract and are not liable for fulfilling its obligations. However, consumers might mistakenly believe that the intermediary is a party to the contract because they use of the intermediary's transaction system or platform. To prevent such confusion, the E-Commerce Act mandates that intermediaries must clearly inform consumers in advance, as specified by the Prime Minister's Ordinance, that they are not parties to the sales contracts.<sup>15</sup> Failure to comply with this duty results in joint liability with the seller for any property damages suffered by the consumer as a result of the seller's intentional or negligent acts under the contract.<sup>16</sup>

Here, "the manner specified by the Prime Minister's Ordinance" refers to how consumers must be informed on the initial page of 'cyber-mall' or the intermediary's

<sup>14</sup> Seo (n 6).[103].

<sup>15</sup> Article 20, Paragraph 1 of the Act.

<sup>16</sup> Article 20-2, Paragraph 1 of the Act.



transaction system that the e-commerce intermediary is not a party to the sales contract. It also involves informing consumers about the following categories:<sup>17</sup>

- (i) If the intermediary advertises in its own name, it should provide a notice on the first page of the advertising medium, explicitly stating that it is not a party to the sales contract.
- (ii) If the intermediary delivers a document, including an electronic document, on the content of the contract, it must include a notice on the document, stating that it is not a party to the sales contract.
- (iii) If the intermediary offers on its platform a method to apply for a contract, it is required to inform the consumers that it is not a party to the sales contract within the procedures of confirmation, correction, and cancellation of the application, as provided for in Article 14 of the Act.

Moreover, for conditions (ii) and (iii), it is required that the font size of the notice must be equal to or larger than the font size used to identify the contracting party.<sup>18</sup>

This regulation aims to prevent consumers from misunderstanding that the intermediary is a contractual party by providing clear and understandable notices.<sup>19</sup> If the intermediary complies with these notification requirements, they are not held jointly liable for any property damages the consumer might suffer due to the seller's actions under the contract.

## **(2) Review—Significance of Setting the Rule**

The 2002 Act stipulated that an intermediary who fails to reach an agreement or notify the consumer that it is not responsible for the sales contract is jointly liable with the seller for any consumer property damages caused by the seller's intentional or negligent acts. The 2012 Revised Act (current Act) clarified the intermediary's 'duty of notice' (Article 20, Paragraph 1) and the consequence of

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<sup>17</sup> Article 11-2, Paragraph 1 of the Enforcement Regulations of the Act.

<sup>18</sup> Article 11-2, Paragraph 2 of the Enforcement Regulations of the Act.

<sup>19</sup> Ko (n 4).[121]; Choi (n 3).[160].

non-compliance, joint liability with sellers, for this duty (Article 20-2, Paragraph 1). There is no substantive change in the rule's meaning. However, concerns persist that, as with the 2002 Act, mere compliance with the duty of notice could unfairly exempt intermediaries from liability for legal issues arising from the sales contract.<sup>20</sup> Notably, the current Act addresses these concerns by detailing the notification process to ensure intermediaries do not evade responsibility solely by issuing notice.

Nevertheless, in my opinion, rather than focusing solely on designating notice as the object of the duty and detailing the manner of notice, it would be more advantageous legislatively to stipulate that “if a consumer mistakenly enters into a sales contract, believing that an intermediary is a party to the contract because the intermediary's transaction system does not clearly distinguish the parties, the intermediary shall be held liable as a party to the contract”. This approach would encourage intermediaries to implement clearer systems to prevent consumer confusion and avoid the rigid implication that “only compliance with the duty of notice equals exemption from liability”.

## **2. Duty to Provide Seller's Identity Information and Joint Liability for Consumer Damages**

### **(1) Legislative Intent and Content**

While an e-commerce intermediary is not a party to a sales contract, providing the seller's identity information to consumers is crucial. From a contract law perspective, knowing the seller's identity helps prevent consumers from mistakenly assuming the intermediary is a contracting party and also helps avoid contracts with undesired parties.<sup>21</sup> From a consumer law perspective, this information is essential for consumers to directly negotiate or resolve disputes with the seller.

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<sup>20</sup> See for example, Ko (n 4). [131]; Jin Myung Chung, ‘Legal Issues of Electronic Transaction Using Platform—Focused on the Responsibility of Platform Providers’ (2017) 24-4 The Journal of Comparative Private Law (Korean).[1575].

<sup>21</sup> See also, Ko (n 4).[122]; Choi (n 3).[160].

The E-Commerce Act mandates intermediaries to provide a seller's identity information, distinguishing between business and non-business sellers. If the seller is a business, the intermediary must verify and provide the consumer with the seller's name, representative's name, address, telephone number, email address, mail order business registration number, and Tax ID before a sales contract application is made.<sup>22</sup> For non-business sellers, the intermediary must verify the seller's name, date of birth, address, telephone number, and email address, along with providing a method for both parties to access each other's information.<sup>23</sup>

The effect of a violation of these duties by an intermediary is that “the intermediary shall be jointly liable with the seller for any property damages to the consumer caused by the failure to provide the seller's identity information or access to such information, or by the fact that the information provided was not accurate. However, this shall not apply where due care has been taken to prevent damages to the consumer”.<sup>24</sup>

## **(2) Review—Basis for Attributing Joint Liability for Consumer Damages, Ensuring Accuracy of Seller's Identity Information**

The E-Commerce Act distinguishes between cases where the seller is a business (B2C sales) and where the seller is not a business (C2C sales), requiring different identity information from sellers but imposing the same consequences for non-compliance. In both scenarios, intermediaries are jointly liable with sellers for consumer property damages caused by the failure to provide the seller's identity information or access to such information, or by the fact that the information provided was not accurate.

This joint liability was introduced in the 2012 Revision, replacing the administrative sanctions imposed under the 2002 Act. However, there are concerns

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<sup>22</sup> Article 20, Paragraph 2 of the Act and Article 25, Paragraph 1 of the Enforcement Regulations of the Act.

<sup>23</sup> Article 20, Paragraph 2 of the Act and Article 25, Paragraph 2 of the Enforcement Regulations of the Act.

<sup>24</sup> Article 20-2, Paragraph 2 of the Act.

regarding the basis for attributing this newly stipulated ‘joint liability.’ According to Article 13, Paragraphs 1 and 2 of the Act, e-commerce sellers are required to provide their identity information, and are liable for any consumer property damages resulting from a failure to fulfill this obligation. In platform transactions, sellers typically input their information directly into the platform system. Therefore, to prevent consumer damages arising from either the failure to provide seller’s information or the provision of inaccurate information, the intermediary must exercise due diligence to ensure both the completeness and accuracy of the seller’s identity information. For this reason, it is understood that the intermediary is held jointly liable with the seller for property damages to the consumer caused by either the failure to provide seller’s information or the provision of inaccurate information.

Under the 2012 Revised Act, intermediaries can be held jointly liable with sellers not only for failing to provide seller’s identity information or access to it but also for inaccuracies in the provided information. If a seller’s identity information is not provided in the platform system, the intermediary can easily verify this or implement technical measures to prevent the seller from using the system. In contrast, detecting inaccuracies in the provided information is more challenging, which increases the risk of consumer damages. Therefore, the addition of the duty to provide ‘accurate’ seller’s identity information in the 2012 Revised Act is highly significant for consumer protection.

Ensuring the accuracy of such information would require checking each piece individually, which may be burdensome and inconsistent with the intermediary’s business model.<sup>25</sup> In this context, it would be unreasonable to hold the intermediary jointly liable without exception for property damages to the consumer caused by inaccurate information. Therefore, an exception to liability is granted under Article 20-2, proviso to Paragraph 2 of the Act, if the intermediary can prove that it exercised due diligence to prevent consumer damages. For instance, if the seller’s address

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<sup>25</sup> For this reason, some argue that the duty for E-commerce intermediaries to provide ‘accurate’ seller’s identity information is an excessive burden. For example, refer to Lee (n 9).[22].

changes abruptly, affecting the consumer's cooling-off period,<sup>26</sup> the intermediary could verify the new address and inform the consumer, or handle cooling-off requests and process refunds on behalf of the seller.

### **3. Duty to Take Measures for Dispute Resolution, etc.**

#### **(1) Legislative Intent and Content**

When a complaint or dispute arises in a sale through an intermediary's e-commerce platform, the seller, who is basically a party to the sales contract, should in principle handle the complaint or resolve the dispute itself. However, from the consumer's perspective, there may be cases where the consumer enters into a contract trusting or believing that the intermediary is a party to the transaction.<sup>27</sup>

In response to strong demands for strengthening the responsibility of e-commerce intermediaries for consumer damages in such cases, the 2012 Revised Act introduces a new provision. This provision requires intermediaries to take necessary measures to handle complaints and resolve disputes. Specifically, "an e-commerce intermediary shall promptly take necessary measures, such as identifying the cause and extent of damages, to resolve complaints or disputes arising from the use of cybermalls, etc. In this regard, the specific details and methods of such necessary measures shall be specified by Presidential Decree".<sup>28</sup>

The specific details and methods of the necessary measures to be taken by an intermediary as prescribed by the Presidential Decree, are as follows:<sup>29</sup>

- (i) to maintain dedicated personnel and physical facilities to receive and handle complaints or disputes arising between a seller and a consumer,
- (ii) to establish standards and procedures for handling complaints and

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<sup>26</sup> When a consumer cannot exercise the right of cooling-off in such a case, the cooling-off period (7 days) starts from the date when the consumer becomes aware of the seller's new address or could reasonably have known the address (*Article 17, Paragraph 1, Subparagraph 2 of the Act*).

<sup>27</sup> Choi (n 3).[161]; National Assembly of Korea Committee on Government Affairs, 'Report on Consideration of a Bill to Partially Amend the E-Commerce Act (Submitted by the Government)' (2010).[9-10].

<sup>28</sup> *Article 20, Paragraph 3 of the Act*.

<sup>29</sup> *Article 25-2 of the Enforcement Regulations of the Act*.

resolving disputes generated by the seller or the intermediary in advance, and to post such standards on the cyber-mall, and

- (iii) after investigating the causes of the consumer complaints and disputes, to inform the consumer of the progress updates within three business days, and to inform the consumer of the results of the investigation or proposed solutions within 10 business days.

If an e-commerce intermediary fails to comply with the aforementioned duties, it may be subject to administrative sanctions, including recommendations for correction, corrective action orders, suspension of business, and fines, imposed by the Korea Fair Trade Commission<sup>30</sup> (hereinafter referred to as “KFTC”).

## **(2) Review—Significance of Setting the Rule**

This mandatory provision was incorporated in the 2012 Revised Act to strengthen the liability of e-commerce intermediaries. However, it is crucial to recognize that this provision should not be viewed merely as one of the ‘enhanced liabilities’ of e-commerce platform operators. The Act does not require intermediaries to directly resolve consumer complaints and disputes as parties to the contract. Instead, it mandates that they establish systems to handle these issues, such as by investigating causes and proposing solutions. This approach reflects an effort to define intermediaries as ‘**moderators**’ who facilitate the resolution of complaints and disputes between contracting parties, given their role in designing and managing the virtual marketplace.<sup>31</sup>

While establishing systems for complaint handling and dispute resolution may impose a significant burden, it can be viewed as a core responsibility inherent to managing a large virtual market. By overseeing or governing the transactional order, intermediaries naturally assume a fundamental duty to

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<sup>30</sup> *Article 31 and subsequent provisions of the Act.*

<sup>31</sup> Seo (n 6).[126-137]; Geoffrey G Parker,[et al.], *Platform Revolution: How Networked Markets Are Transforming the Economy and How to Make Them Work for You* (W. W. Norton & Company 2016).[157 and below]. This book emphasizes the importance of ‘governance’ in platform business.

facilitate resolution processes, which can enhance consumer trust and potentially boost their revenue.

The duty to address complaints and disputes is a legal requirement, establishing a specific responsibility for e-commerce intermediaries. However, unlike the duties to notify consumers of non-party status or to provide accurate seller information, failure to comply with this duty results only in administrative sanctions, not joint liability with the seller. Thus, this effect does not equate to ‘civil liability’ in the traditional sense, which typically involves private law effects related to consumer damages from e-commerce transactions.

This duty and the associated legal sanctions are better understood as part of the fundamental responsibilities of e-commerce intermediaries. This is why I classify this responsibility as one of the ‘basic liabilities’ of e-commerce intermediaries in this article.<sup>32</sup> The ‘liability’ in this context arises from their role as moderators facilitating complaint handling and dispute resolution between consumers and sellers, rather than as direct parties to e-commerce transactions.

## **Enhanced Liability of E-Commerce Intermediaries**

### **1. Liability of an E-Commerce Intermediary Who is Also a Seller**

#### **(1) Legislative Intent and Content**

The E-Commerce Act establishes a regulatory framework that conceptually distinguishes between the seller and the intermediary in e-commerce. However, it also introduces the concept of an ‘intermediary who is also a seller’ in e-commerce. This occurs when an intermediary sells its goods or services on its own e-commerce platform. The Act provides that “even if an intermediary notifies that it is not a party to the sales contract pursuant to Article 20, Paragraph 1 of the Act, the intermediary who is also a seller shall not be exempted from the liability of a seller under Articles

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<sup>32</sup> See also 2. of ‘The Structure of Liability for E-Commerce Intermediaries under the E-Commerce Act’ in this paper.

12 to 18”.<sup>33 34</sup> Thus, when an e-commerce intermediary sells its goods or services to consumers in its own stores within its system, it is liable as a seller, even if it acts as an intermediary in other transactions. However, there is a proviso to this principle. Even in cases where an intermediary assumes the liability as a seller, it is stipulated that “when an intermediary acts as an intermediary at the request of a seller, the seller shall be liable for the part of the notice given to the consumer with the agreement that the seller shall be liable”.<sup>35</sup>

In the context of the ‘liability of an intermediary who is also a seller,’ the concept of ‘an intermediary who is also a seller’ arises as a critical aspect. This term refers to situations where an intermediary also operates as a seller on its platform.<sup>36</sup> This interpretation is consistent with the ‘linguistic meaning’ and the fundamental regulatory framework of the E-Commerce Act, which distinguishes between sale and intermediation.<sup>37</sup>

In e-commerce, when an intermediary is also engaged in the business of selling through its own e-commerce platform, the intermediary may be a seller at one time and an intermediary at another time. This dual role poses a risk that consumers might mistakenly believe the intermediary is always the seller in transactions. It is understood that the provision of ‘liability of an intermediary who is also a seller’ is intended to strengthen the liability of intermediaries who also act as sellers from the perspective of consumer protection policy.

However, even if an intermediary is deemed to be liable as a seller, the proviso

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<sup>33</sup> Article 12 (Reporting by business sellers), Article 13 (Provision of Information on Identity and Transaction Terms), Article 14 (Confirmation of Orders), Article 15 (Supply of Goods), Article 16 Deleted, Article 17 (Withdrawal of Orders), Article 18 (Effect of withdrawal of Orders).

<sup>34</sup> *Article 20-2, Paragraph 3 of the Act.*

<sup>35</sup> *Article 20-2, proviso to Paragraph 3 of the Act.*

<sup>36</sup> This represents the majority theory. See also Ko (n 4).[136]; Lee (n 3).[43]; Ho-Yeong Lee, *Consumer Protection Law* (4th edn, Hongmun-Sa 2018).[285].

<sup>37</sup> In Korea, in addition to the position presented in this paper, there are alternative views on the concept of ‘an intermediary who is also a seller.’ These include the view (1) that it refers to a ‘transaction involvement type intermediary’ (to be discussed later) and the view (2) that it pertains to ‘a person who provides intermediary services as a seller in e-commerce.’ The latter (2) holds that ‘intermediary service’ is considered a type of ‘service’ sold by a seller, interpreting ‘an intermediary’ as inherently having the status of a seller in e-commerce. Consequently, ‘an intermediary who is also a seller’ is viewed merely as a concept confirming this point.



to the same paragraph of the Act allows the intermediary to be exempt from such liability by an agreement with the actual seller. In practice, this proviso would work in many cases. Therefore, the prevailing view is that the provision regarding the ‘liability of an intermediary who is also a seller’ in the text is considered to be virtually meaningless.<sup>38</sup>

## **(2) Review— Meaning and Problem of Setting the Rule**

The concept of ‘an intermediary who is also a seller’ in the 2002 E-Commerce Act emerged under specific circumstances. In the early 2000s, as the business model of e-commerce intermediaries was being acknowledged and anticipated to be regulated by the KFTC during the drafting stage of the legislation, the KFTC did not plan any specific provisions to protect consumers from damages caused by sales through e-commerce platforms. The only exceptions were the clauses requiring intermediaries to notify consumers that they are not contractual parties and to provide the seller’s identity information, which are primarily intended to determine the contracting parties.

Recognizing that the distinction between a seller and an intermediary may not always be clear to consumers, the KFTC decided to include a provision stating that an intermediary conducting sales within its own transaction system or e-commerce platform is not exempt from the liability as a seller, even if it notifies consumers that it is not a party to the sales contract (Article 20, Paragraph 2 of the 2002 Act). This provision aimed to strengthen the intermediary’s liability, acknowledging their dual roles as both an intermediary and a seller.

While enhancing the liability of intermediary for consumer protection is understandable, questions arise regarding the theoretical basis for attributing responsibility. The concept of ‘an intermediary who is also a seller’ applies to cases where an e-commerce intermediary also acts as a seller within its own platform.<sup>39</sup> However, simply holding the status of a seller does not automatically make the

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<sup>38</sup> For example, Ko (n 4).[136].

<sup>39</sup> Regarding other interpretations and their problems, refer to note 39 of this paper.

intermediary liable as a seller when it is acting in its capacity as an intermediary. Even if a business has dual roles as both a seller and an intermediary on an e-commerce platform, an intermediary cannot simultaneously act as both an intermediary and a seller. To hold an intermediary liable as a seller while it is acting in its intermediary capacity, alternative bases for responsibility are necessary. The concept of ‘liability of an intermediary who is also a seller’ relies on the simultaneous possession of both roles as a basis for attributing responsibility, but this approach is problematic from a theoretical perspective as it lacks a clear and unambiguous foundation for liability.

However, the provision remains in both the 2012 and the 2016 Revised Acts, with only a change in its position (Article 20-2, Paragraph 3). The persistence of this provision, despite criticisms regarding the lack of a clear theoretical basis originating from the concept of ‘an intermediary who is also a seller,’ along with its practical meaninglessness in light of the aforementioned proviso, may stem from the challenge of removing an established liability clause. I am in favor of repealing this provision, albeit belatedly.<sup>40</sup> The purpose of consumer protection should be sought in the theoretical basis for the attribution of responsibility within the fundamental regulatory framework of the E-Commerce Act, which distinguishes between sales and intermediation in e-commerce. Such clarity can contribute to consumer protection by ensuring legal stability.

## **2. Supplementary Liability of Transaction Involvement Type Intermediary**

### **(1) Legislative Intent and Content**

The E-Commerce Act of 2002 was revised in 2012 to establish a regulatory framework with four key liabilities for e-commerce intermediaries<sup>41</sup>: ① duty to notify non-party status (joint liability for consumer damages); ② duty to provide seller’s

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<sup>40</sup> See also, Jiwon Na, ‘Problems and Improvements of E-Commerce Act’ (2006) 13 Journal of Korean Competition Law (Korean).[356-367]; Soo Young Park, ‘The legal position, duty and responsibility of the mail-order intermediary’ (2013) 38 Chonbuk Law Review (Korean).[262].

<sup>41</sup> For the structure of liability for e-commerce intermediaries in the E-Commerce Act and the evolution of liability regulations, refer to 2. of ‘The Structure of Liability for E-Commerce Intermediaries under the E-Commerce Act’ in this paper.

identity information (joint liability for consumer damages); ③ duty to take measures to resolve disputes, etc. (administrative sanctions); and ④ liability of an intermediary who is also a seller. However, rule ④ lacks a solid basis for attributing responsibility and is largely ineffective due to its exemption provision. In contrast, rule ③, introduced in the 2012 Revision, has proven significant by requiring intermediaries to act as moderators for complaint handling and dispute resolution.

Even after the 2012 Revision, there were persistent calls to further strengthen the liability of e-commerce intermediaries. This was driven by concerns that some intermediaries were directly involved in crucial transaction aspects, such as contract conclusion and payment receipt. It was strongly argued that such intermediaries should be held accountable to address and prevent consumer damages in e-commerce.<sup>42</sup>

In response to this, the 2016 Revised Act establishes a new provision for so-called ‘transaction involvement type intermediaries.’<sup>43</sup> These intermediaries, who directly perform ‘crucial parts of a sales contract,’ such as accepting an offer or receiving payment in the e-commerce transaction process, are required to perform the relevant duties of the seller under the E-Commerce Act ‘on behalf of’ the seller if the seller fails to do so.<sup>44</sup> This requirement can be termed a ‘**supplementary duty,**’ as it mandates intermediaries to step in on behalf of the seller.

The ‘crucial parts of a sales contract’ in the e-commerce transaction process performed by transaction involvement type intermediaries, as defined in this Act, refer to either (1) accepting an application or offer or (2) receiving payment for goods or services. The duties to be performed by the intermediary on behalf of a seller in e-commerce for each of these crucial parts are as follows: First, in the case of (1), the duties are (a) to provide information on the cooling-

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<sup>42</sup> National Assembly of Korea, Committee on Government Affairs, ‘Report of Consideration to a Bill to Partially Amend the E-Commerce Act’ (2014).[3]. As the same position, for example, Ko (n 4).[117].

<sup>43</sup> *Article 20-3 of the Act.*

<sup>44</sup> National Assembly of Korea, Committee on Government Affairs, ‘Report of Consideration to a Bill to Partially Amend the E-Commerce Act’ (2014).[4].

off right of consumers and (b) to confirm the receipt of an application or offer by the consumer. Second, in the case of (2), the duties are (a) to take measures to prevent operational errors in the contractual process and (b) to ensure the security of electronic payments and confirm the consumer's intention to finally pay the price.

In summary, under the E-Commerce Act, these duties should be fulfilled by the e-commerce seller in the first place, but if the seller fails to fulfill these duties, a 'transaction involvement type intermediary'—who accepts applications or payments—is required to perform them on behalf of the seller.<sup>45</sup> If the intermediary fails to fulfill these 'supplementary duties,' it may face administrative sanctions from the KFTC,<sup>46</sup> which are referred to as '**supplementary liability.**'

## (2) Review—Legal Nature and Meaning of Supplementary Liability

According to the provision on supplementary duties, if the seller fails to perform its duties under the E-Commerce Act during the contract conclusion (acceptance of the application or offer) or the receipt of payment, the transaction involvement type intermediary must perform these duties on behalf of the seller. This provision is designed to institutionalize the supplementary performance of duties by a transaction involvement type intermediary, ensuring that the intermediary steps in to fulfill these duties if the seller fails to meet them.

The challenge is that it is not always clear what kind of liability the transaction involvement type intermediary will bear if it fails to comply with these supplementary duties. According to the Act, a violation of these duties results in only administrative sanctions imposed by the KFTC. This raises a fundamental question as to the legal nature of the liability associated with the violation of these duties. Some interpret the provision (Article 20-3 of the Act) as treating the intermediary as

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<sup>45</sup> Article 20-3 of the Act.

<sup>46</sup> Article 31 and subsequent provisions of the Act.

a ‘seller’ in e-commerce,<sup>47</sup> suggesting that it should have the same legal status as a seller or be liable for any non-compliance of the supplementary duties.<sup>48</sup> However, this interpretation is problematic for the following reasons:

Firstly, there are no provisions or interpretive clues regarding private law effects resulting from a seller’s violation of assumed duties in the E-Commerce Act, only administrative sanctions by the KFTC. Similarly, the E-Commerce Act lacks clarity regarding the consequences of an intermediary’s violation of the supplementary duties. Therefore, Article 20-3 of the Act cannot be considered as a provision leading to private law effects concerning the supplementary performance of duties and the liability for breaching them. Secondly, from a legal theory perspective, it is questionable whether it is possible to establish a basis for considering the legal status of a seller and an e-commerce intermediary as equivalent, especially with regard to the meaning of ‘supplementary’ duty. This is similar to the question of whether, for instance, a guarantor (who is not a joint guarantor) can be regarded as a primary obligor. Lastly, interpreting Article 20-3 of the Act as a provision equating a ‘transaction involvement type intermediary’ with a seller in e-commerce would contradict the fundamental regulatory framework of the E-Commerce Act, which inherently distinguishes between sales and intermediation in e-commerce. Consequently, such an interpretation could jeopardize the business model of transaction involvement type intermediaries, potentially leading to their collapse in the future.

For these reasons, it is challenging to endorse the interpretation that Article 20-3 of the Act equates a ‘transaction involvement type intermediary’ with a seller in e-commerce. If so, how should this be understood? It is believed that this

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<sup>47</sup> See, for example, Byoung-Cheol Oh, ‘Responsibility of Open Market for Torts of a Dealer in Internet Market Place’ (2009) 26-1 The Journal of Property Law (Korean).[8-9]; Hyoung-Suk KO, ‘The Study on the Broker’s Liability of Mail-Order Sales’ (2010) 32 Law Journal of KNU (Korean).[147-148].

<sup>48</sup> The ‘Decision of the Supreme Court, September 10, 2019, Ja 2019 Ma 5464’ shares a similar interpretation. In a case questioning whether a transaction involvement type intermediary falls under the category of ‘sellers of publications,’ obliged to comply with the so-called ‘fixed price system for books’ (resale price maintenance system), the Supreme Court declared that “a transaction involvement type intermediary is considered to be ‘a seller’ in relation to the responsibilities outlined in Article 20-3 of the E-Commerce Act.” However, no explanation was provided for the theoretical basis behind this interpretation.

provision was intended to impose a responsibility on the transaction involvement type intermediaries to monitor and ensure seller's compliance with legal duties, with enforcement handled through administrative sanctions by the KFTC. If such monitoring reveals a violation of the seller's duties, the transaction involvement type intermediary must fulfill those duties on behalf of the seller. This approach can be seen as an effort to ensure the seller's compliance through the intermediary's involvement in monitoring and control.

Even if we interpret the provision as intended for intermediaries to ensure seller compliance, its practical impact is limited. Many intermediaries can address supplementary duties through their transaction systems, which are often already coded or equipped to handle these requirements. Consequently, intermediaries are likely to fulfill this provision through technical system development. In this sense, the new provision on supplementary duties holds substantial significance as it provides an incentive for transaction involvement type intermediaries to develop systems for fulfilling these duties. Since most e-commerce transactions are conducted electronically through intermediaries' platforms, this provision can be viewed as a 'legal acknowledgment' of the intermediary's transactional involvement through its transaction system or e-commerce platform.

However, it is important to note that if an intermediary's role extends beyond the transactional involvement—such as influencing prices or buying and selling directly—the legal status of the intermediary may be questioned. In such cases, the intermediary may be subject to regulation as a seller and held liable for failing to fulfill the seller's duties.

### **Recent Trends and Developments**

Regarding the liability of e-commerce intermediaries under the E-Commerce Act, there have been two noteworthy trends or developments recently.

#### **1. Legislative Discussions on a Comprehensive Revision of the E-Commerce Act**

With the increasing proportion of transactions on e-commerce platforms and the growing emphasis on consumer protection, the KFTC submitted a draft bill for

the comprehensive revision of the E-Commerce Act on March 5, 2021 (hereinafter referred to as the “KFTC Legislative Proposal”<sup>49</sup>). The KFTC Legislative Proposal has two main objectives. Firstly, it seeks to modernize the legal framework from ‘mail order sales’ to ‘e-commerce,’ in line with the prevailing trend of e-commerce expansion. Consequently, the term ‘mail order intermediary,’ which is replaced in this paper by ‘e-commerce intermediary’ for the sake of clarity, is updated to ‘online platform operator.’ Secondly, it seeks to enhance the liability of online platform operators by making them jointly liable with sellers for any consumer damages arising from transactions conducted on the platform.

Regarding the second objective, the joint liability with sellers for consumer damages, the KFTC Legislative Proposal provides that online platform operators who perform important tasks prescribed by the Presidential Decree, such as accepting applications, receiving payments, or issuing refunds, will be jointly liable with sellers for consumer damages unless they can prove no intentional or negligent actions.<sup>50</sup> This means that platform operators are generally held liable with sellers unless they can demonstrate they did not act intentionally or negligently. The KFTC relies on the ‘appearance liability doctrine’ to justify this heightened liability. It argues that enforcing appearance liability (joint liability) is necessary when a platform operator is directly involved in important tasks during the transaction process and consumer damages arise in connection with these tasks. In addition, the KFTC emphasizes that the burden of proof should be shifted to make it easier for consumers to seek compensation for damages directly from the platform operator.

However, the KFTC does not provide a clear explanation of the rationale behind the ‘appearance liability doctrine’ as a basis for enhancing platform liability in its legislative proposal. It suggests that platforms performing important tasks, such as accepting offers or receiving payments, create an ‘appearance’ of being

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<sup>49</sup> Korea Fair Trade Commission, *A Draft Bill for the Comprehensive Revision to the E-Commerce Act* (2021).

<sup>50</sup> *Article 25, Paragraph 4 of the KFTC Legislative Proposal.*

a seller, leading to a presumption of negligence in cases of consumer damages. This presumption results in joint liability with sellers unless the platform can prove otherwise. Nonetheless, relying on ‘appearance’ as a basis for legal responsibility is problematic because it lacks a clear theoretical foundation and may not adequately justify imposing liability on platforms. This approach could raise concerns about potential over-regulation, as it shifts the burden of proof and imposes a higher standard of care on platform operators.

In this context, the KFTC Legislative Proposal has faced significant criticism from industry and academia for lacking a clear theoretical basis for imposing joint liability with sellers and for over-regulating online platforms. Normally, a government draft bill, following public feedback, can be refined into an official government bill and submitted to the National Assembly. In this case, however, the KFTC did not prepare the official government bill for the comprehensive revision of the E-Commerce Act. Instead, several parliamentary bills, largely mirroring the KFTC’s proposal with only minor adjustments, have been submitted to the National Assembly. These bills, introduced within a few months of the release of the KFTC Legislative Proposal in March 2021, continue to maintain the proposal’s basic framework and essentially replicate its issues, especially with respect to strengthening platform liability.

However, discussions on the comprehensive revision of the E-Commerce Act made little progress in the National Assembly until the new government took office on May 10, 2022. Following this change in administration, the government’s legislative policy on online platforms shifted from ‘strict regulation’ to ‘self-regulation,’ resulting in a significant halt in legislative discussions within the National Assembly. The term of the National Assembly ended on April 9, 2024, causing all previously submitted bills to expire automatically. Nonetheless, there remains a possibility that discussions on the comprehensive revision of the E-Commerce Act and the enhancement of platform liability may resume in the new session of the National Assembly beginning on May 30, 2024.



## **2. Self-Regulation**

With the inauguration of the current government on May 10, 2022, legislative policy on online platforms shifted from strict regulation to self-regulation. On August 19, 2022, the 'Private Platform Self-Regulation Organization' was established as a consultative body to discuss the direction of self-regulation and formulate self-regulatory measures. This organization, with subcommittees for platform-to-business (P2B) and platform-to-consumer (P2C) issues, facilitated discussions among platform operators, sellers, consumer organizations, and experts, with government sponsorship.

These discussions culminated in the presentation of 'online platform self-regulation plans' on May 11, 2023. The P2B subcommittee outlined measures to improve the practice of 'platform use contracts' between platform operators and sellers, enhance dispute resolution processes, and reduce the burden on sellers. To ensure effective implementation, platform operators have committed to actively monitor these self-regulatory measures. The P2C subcommittee proposed plans to prevent consumer damages, including the establishment of a 'Consumer Collective Damages Response Committee,' composed of platform operators or their organizations and consumer organizations. This committee is intended to respond quickly and cooperatively in the event of consumer collective damages.

The key challenge lies in enforcing these self-regulation plans, which currently lack legal backing and rely on voluntary compliance from platform operators, sellers, and consumers. It will be interesting to see how effectively these measures are implemented and whether they can ensure compliance and accountability in the absence of legal mandates.

## **Conclusion**

In conclusion, I have summarized the structure of civil liabilities for e-commerce intermediaries under the E-Commerce Act in Korea and provided a brief analysis of the regulatory characteristics of e-commerce platforms in Korean law.

E-commerce intermediaries are required to notify consumers that they are not a party to the sales contract and to provide the seller's identity information. Failure to fulfill these duties results in joint liability with sellers for consumer damages. Intermediaries usually meet these requirements through their transaction systems or platforms, which reinforces their non-participant status in sales contracts. Korean law also mandates that intermediaries handle complaints and resolve disputes, acting as moderators between sellers and consumers. Although violations of this duty lead only to administrative sanctions, it remains crucial for consumer protection in e-commerce transactions under the Act.

Beyond these three 'basic liabilities,' the law introduces two 'enhanced liabilities;' the liability of an intermediary who is also a seller and the supplementary liability of a transaction involvement type intermediary. These measures aim to safeguard consumers by recognizing the liability of intermediaries either as sellers or on behalf of sellers. However, there are ongoing debates regarding the basis for attributing responsibility and the effectiveness of these measures. The liability of an intermediary who is also a seller actually depends on its specific role—whether as a seller or as an intermediary—in a transaction, while the supplementary liability has limited impact due to technical compliance by intermediaries.

In this regard, it can be concluded that the three basic liabilities are more significant and essential than the two enhanced liabilities under Korean law. The first two duties—notification of non-party status and provision of seller identity—establish the contracting parties, clarifying that the platform is not a party to consumer purchases. The third duty, which involves handling complaints and disputes as a moderator between sellers and consumers, is crucial for consumer protection in e-commerce transactions through platforms. However, the E-Commerce Act leaves the ultimate resolution of complaints and disputes to the platform's discretion, without specific legal regulations. Consequently, the level of consumer protection largely depends on the platform's autonomous dispute resolution procedures. Moreover, effective self-regulation by platforms is crucial not only for safeguarding consumers but also for promoting competition and maintaining market ecosystems

in e-commerce transactions under Korean law. Recent advancements in self-regulation represent a constructive market response to protect consumers and regulate P2B relations, reflecting the characteristics of Korean law.

As the volume of transactions through e-commerce platforms continues to grow, the debate over the extent of liability of e-commerce platform operators will persist. I hope that the analysis of the liability of e-commerce platform operators in Korean law presented in this paper will deepen the understanding of Korean law and contribute to the comparative and theoretical studies of platform liability on a global scale.

### **Bibliography**

Choi J, 'Online Platform Operator's Civil Liability – Focusing on 'Open Market'(Online Marketplace)' (2019) 12-4 Ajou Law Review (Korean).

Chung JM, 'Legal Issues of Electronic Transaction Using Platform—Focused on the Responsibility of Platform Providers' (2017) 24-4 The Journal of Comparative Private Law (Korean).

Kim S, Lee BJ, Hwang WJ, Jung S, and Park MY, 'Report of the European Law Institute: Model Rules on Online Platforms' (2021) 7-1 Journal of Consumer Law.

Ko H-S, 'Mail Order Brokerage and Consumer Protection' (2015) 2-2 Distribution Law Review (Korean).

——, 'A Study on Consumer Protection on Online Brokerage Platforms' (2022) 98 The Korean Journal of Civil Law (Korean).

——, 'The Study on the Broker's Liability of Mail-Order Sales' (2010) 32 Law Journal of KNU (Korean).

Korea Fair Trade Commission, *A Draft Bill for the Comprehensive Revision to the E-Commerce Act* (2021).

Lee BJ, 'E-Commerce Platform and the Responsibility for Contractual Relations' (2019) 5-1 Journal of Consumer Law (Korean).

——, 'The Legal System of the EU Digital Services Act and Platform Regulation' (2021) 8-1 Distribution Law Review (Korean).

Lee CH, 'Liability of Internet Sale Intermediary' (2007) 38 *Advanced Commercial Law Review* (Korean).

Lee H-Y, *Consumer Protection Law* (4th edn, Hongmun-Sa 2018).

Lee S, 'Digital Platform and Consumer Issues — Non-Monetary Transactions' (2020) 30-4 *The Yonsei law review* (Korean).

NA J, 'Problems and Improvements of E-Commerce Act' (2006) 13 *Journal of Korean Competition Law* (Korean).

National Assembly of Korea C on GA, 'Report on Consideration of a Bill to Partially Amend the E-Commerce Act (Submitted by the Government)' (2010).

National Assembly of Korea C on GA, 'Report on Consideration of a Bill to Partially Amend the E-Commerce Act ' (2014).

Oh B-C, 'Responsibility of Open Market for Torts of a Dealer in Internet Market Place' (2009) 26-1 *The Journal of Property Law* (Korean).

Park SY, 'The legal position, duty and responsibility of the mail-order intermediary' (2013) 38 *Chonbuk Law Review* (Korean).

Parker GG, Van Alstyne MW, and Choudary SP, *Platform Revolution: How Networked Markets Are Transforming the Economy and How to Make Them Work for You* (W W Norton & Company 2016).

Seo H, 'Legal Status and Liability of E-Commerce Intermediary—Reorganization of the Liability of E-Commerce Intermediary under the E-Commerce Act' (2021) 7-1 *Journal of Consumer Law* (Korean).