Machine Translated by Google
RCMOS – Multidisciplinary Scientific Journal The Knowledge.
ISSN: 2675-9128. São Paulo-SP.

Year VII, v.1 2026 | Submission: April 18, 2026 | Accepted: April 21, 2026 | Publication: April 24, 2026

The use of artificial intelligence in the formation and execution of consumer contracts: challenges.

legal aspects in light of the Consumer Protection Code

The use of artificial intelligence in the formation and execution of consumer contracts: legal

challenges in the light of the Consumer Protection Code

The use of artificial intelligence in the formation and execution of consumer contracts: challenges

legal in light of the Consumer Protection Code

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SUMMARY

This article aimed to analyze the main legal challenges arising from the use of intelligence.

artificiality in the drafting and execution of consumer contracts, in light of the Consumer Protection Code.

Consumer Protection Code (CDC) and related legislation. Therefore, the aim was to understand how...

The use of automated systems and algorithms impacts fundamental principles of relationships.

consumer rights include principles such as objective good faith, transparency, the duty to inform, and the vulnerability of...

consumer, as well as identify regulatory gaps in the face of new contractual dynamics

digital. The methodology used was bibliographic, with a qualitative approach, based on the analysis of

doctrine, national and foreign legislation, case law, and technical reports from organizations.

national and international. Thus, it was found that, although the Brazilian legal system has

Relevant consumer protection instruments, such as the Consumer Protection Code (CDC) and the General Data Protection Law (LGPD).

Despite the Brazilian Internet Bill of Rights, significant challenges regarding accountability still exist.

automated decisions, ensuring algorithmic transparency, and the effectiveness of consent.

As informed, it is concluded, therefore, that there is a need for an updated interpretation of the existing rules.

and through the development of regulatory mechanisms capable of balancing technological innovation

with the protection of consumer rights in contractual relationships mediated by intelligence.

artificial.

Keywords: Artificial intelligence; consumer contracts; legal challenges; Consumer Protection Code.

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ABSTRACT

This article aimed to analyze the main legal challenges arising from the use of artificial intelligence in the formation and execution of consumer contracts, in light of the Consumer Defense Code (CDC) and related legislation. In this sense, it sought to understand how the use of automated systems and algorithms impacts fundamental principles of consumer relations, such as objective good faith, transparency, the duty to provide information, and consumer vulnerability, as well as to identify regulatory gaps in the face of new digital contractual dynamics. The methodology adopted was bibliographic and qualitative, based on the analysis of legal doctrine, national and foreign legislation, case law, and technical reports from national and international organizations. Thus, it was found that, although the Brazilian legal system has relevant instruments for consumer protection, such as the CDC, the General Data Protection Law, and the Civil Rights Framework for the Internet, there are still significant challenges regarding liability for automated decisions, the assurance of algorithmic transparency, and the effectiveness of informed consent.

It is therefore concluded that there is a need for an interpretative update of existing legal norms, as as well as for the development of regulatory mechanisms capable of balancing technological innovation with the protection of consumer rights in contractual relations mediated by artificial intelligence.

Keywords: Artificial intelligence; consumer contracts; legal challenges; Consumer Defense Code (CDC).

INTRODUCTION

The intensification of digital transformation has brought about profound changes in relationships. contemporary legal frameworks, especially in the context of consumer relations, in which the use Artificial intelligence (AI) is becoming established as a strategic tool in education and in contract execution. This phenomenon is directly related to technological advancement and... increasing digitalization of services, which are incorporating automated systems capable of analyze data, predict behaviors, and structure contractual relationships in a dynamic and... customized.

In this context, the increasing use of artificial intelligence (AI) in consumer relations This is a direct result of the advancement of digital transformation and the increase in the supply of services. Automated. According to Lippi et al. (2018), AI allows for the analysis of consumption patterns and the development of... Personalized contracts based on consumer profiles, through predictive algorithms that

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They directly influence the contractual clauses.

This innovation, while promoting greater efficiency, also raises relevant questions.
Regarding transparency and understanding of the contractual terms.

Tools such as chatbots, marketplaces, and dynamic contracts make hiring more efficient.
agile, but they also intensify the informational asymmetry between supplier and consumer. In this
In this sense, Velloso (2025) highlights that, in the contract formation phase, the use of automated systems
This can compromise consumer autonomy, since the consumer is often unaware of the logic.
decision-making process of the algorithms used.

In light of this, Cavalcante Siebert et al. (2021) highlight the importance of *meaningful human control,* a concept that advocates for the presence of significant human control in decision-making.
automated processes, under penalty of violating the principles of objective good faith and autonomy of will.
as stipulated in the Consumer Protection Code.

During contract execution, artificial intelligence also plays a role.
a decisive role, whether through automatic adjustments, default risk analyses, or decisions.
Automated in terms of applying penalties. The problem arises when there is a failure in execution.
or improper billing, as identifying the legal party responsible, whether it's the supplier or the developer of the
Technology or the intermediary platform becomes a challenge (Bernardes, 2022).

Note that failures in execution or improper charges in contracts involving AI occur.
When algorithms commit errors, exhibit biases, or harbor technical flaws, this causes...
Incorrect decisions, data loss, or erroneous automated billing. Given that...
Responsibility typically falls on the user of the AI (the provider), based on...
objective liability under the Consumer Protection Code (CDC), as stipulated in its article.
14.

In this way, the CDC, in its articles 12 and 14, establishes objective liability.
from the supplier, but they do not explicitly address cases where the decision stems from systems
autonomous, highlighting regulatory gaps in the face of new technologies.

Another relevant point concerns the impact of the General Data Protection Law (Law No.
Law 13.709/2018, which regulates the collection and processing of personal data. The use of artificial intelligence.
Contracts presuppose the massive processing of data, which requires transparency and consent.
Explicit and secure, so that consumer rights are not violated.

Similarly, the Brazilian Internet Bill of Rights (Law No. 12.965/2014) guarantees rights.
fundamental issues related to privacy, net neutrality, and access to information, which
These should also be observed in digital relationships.

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In this context, Bill No. 2,338/2023 stands out, as it establishes the regulatory framework. artificial intelligence in Brazil. Approved by the Federal Senate in December 2024 and currently Currently under consideration in the Chamber of Deputies, the bill classifies AI systems according to... with the degree of risk, imposing stricter rules on high-risk activities and even prohibiting those considered to be of excessive risk (Brazil, 2023). Furthermore, it guarantees the consumer the right to... challenging automated decisions requires the possibility of human intervention in the process. decisional.

In comparison, the European Union has passed the AI Act, which establishes risk levels for artificial intelligence systems and defines strict governance, security and parameters. Transparency (Vial, 2025). In the United States, on the other hand, there is no specific federal legislation. Regarding AI, there are sector regulations and guidelines from the Federal Trade Commission aimed at... Prevention of abusive practices and consumer protection (European Union, 2024).

In the context of case law, it is observed that the Judiciary has been seeking to adapt the Legal framework for new technologies. The Court of Justice of the Federal District and Territories (TJDFT) has recognized the objective responsibility of digital platforms that mediate contracts, holding them liable for fraud committed in their virtual environment. This position This aligns with the provisions of Article 14 of the Consumer Protection Code, reinforcing that suppliers are liable. regardless of fault, for defects related to the provision of services.

This understanding can be extended to situations involving the use of intelligence. artificial, in which the consumer finds themselves even more vulnerable to automated decisions. and complex digital environments. The Superior Court of Justice (STJ) has reaffirmed that Ambiguous contractual clauses should be interpreted in a manner most favorable to the consumer. as provided for in article 47 of the Consumer Protection Code, which is especially evident relevant in the context of automated contracts.

Given this, the general objective of this article is to analyze the main challenges. legal implications arising from the use of artificial intelligence in the drafting and execution of contracts. consumption, in light of the Consumer Protection Code and related legislation.

Specifically, the aim is to examine the practical applications of artificial intelligence in Drafting and executing consumer contracts, highlighting their legal benefits and risks; to investigate the normative gaps in the Brazilian legal system regarding the use of Artificial intelligence in consumer relations, considering the Consumer Protection Code (CDC) and the General Consumer Protection Law (LGPD). Data and the Brazilian Civil Rights Framework for the Internet; and to analyze national case law on automated contracts. and the role of the Judiciary in protecting consumers in the face of new technologies.

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2. SUBJECTS AND METHODS

The methodology of this work was based on a literature review, focusing on sources. Doctrinal and jurisprudential texts, national and foreign legislation, technical opinions and reports. officials. The research critically analyzed the use of artificial intelligence (AI) in the drafting and execution of Enforcement of consumer contracts, considering their legal and social impacts. The approach The approach adopted was qualitative, considering the interpretative analysis of legal norms, as well as... Practical and conceptual effects of contract automation on consumer rights.

The reasoning method that guided the study encompassed three main aspects. The method The deductive method was used based on the general principles of the Consumer Protection Code (CDC). from civil legislation and scientific articles, with the aim of understanding how such norms are... They apply to the reality of contracts mediated by artificial intelligence. The dialectical method allowed to explore the tensions between technological innovation, automation, and consumer protection, identifying conflicts and normative gaps. Finally, the historical-comparative method was employed to to compare Brazilian legislation and case law with international norms and practices, especially within the framework of European law and international organizations, such as the European Union. and the OECD, with regard to AI regulation and consumer protection.

The sources used included the Federal Constitution, especially the provisions related to consumer protection and economic order; the Consumer Protection Code, with Emphasis is placed on the principles of objective good faith, consumer vulnerability, and the nullity of clauses. abusive practices; the General Data Protection Law (LGPD); the Brazilian Civil Rights Framework for the Internet; draft laws and technical reports on artificial intelligence; as well as Brazilian case law, notably from Superior Court of Justice and state Courts of Justice, as well as international jurisprudence. relevant.

Additionally, doctrinal contributions from legal experts were analyzed. digital, contracts and data protection, as well as reports and opinions from international organizations, such as the OECD, the European Commission and the National Data Protection Council (CNPD), providing a broad and critical view of the legal challenges arising from the use of Artificial intelligence in consumer relations.

3. RESULTS

The use of artificial intelligence in the drafting and execution of consumer contracts. significantly increases the risks of violating the principles of transparency and autonomy of will and objective good faith, as provided for in the Consumer Protection Code. This occurs, above all,

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due to the technical complexity of algorithms, which operate through logic that often...
inaccessible to the average consumer, making it difficult to understand the criteria used in
The formulation of contractual clauses and automated decision-making. In this scenario, the duty
The availability of adequate and clear information can be compromised, weakening free and sound consent.
Consumer awareness is an essential element for the validity of contractual relationships.

Furthermore, the automation of contracts, combined with the use of artificial intelligence systems,
This tends to amplify the informational asymmetry that already exists in consumer relations. The consumer,
Considered a vulnerable party, it begins to interact with systems that personalize offers and define
contractual conditions and even automatically fulfill obligations without due transparency regarding
the criteria adopted. This situation can result in abusive practices, unbalanced clauses and
harmful automated decisions, hindering the exercise of rights such as contract review and
Access to information is restricted, which compromises the effectiveness of consumer protection.

Furthermore, the absence of specific regulations on the use of artificial intelligence in
consumer relations contribute to the generation of legal uncertainty, especially regarding
Accountability for failures in the formation or execution of automated contracts. The difficulty
in identifying the responsible party, whether it be the supplier, the system developer, or the company itself.
This platform makes the application of traditional civil liability mechanisms more complex.
In this way, the regulatory gap increases the consumer's vulnerability in the face of decisions.
taken over by autonomous systems, highlighting the need for legislative updates and
building clearer legal parameters to regulate the use of artificial intelligence in
contractual scope.

4. DISCUSSION

This study is crucial due to the increasing use of artificial intelligence.
in the formation and execution of consumer contracts, a phenomenon that requires legal analysis.
The text discusses the analysis of hiring practices in three dimensions: social, scientific, and normative. From a social perspective, the contracting process...
Through automated and digital systems, this has become an irreversible reality due to
expansion of e-commerce, digitization of banking services and platforms
signature.

According to the CX Trends report (Octadesk, 2024), 42% of online consumers already
They had some interaction with artificial intelligence tools when making purchases, which
This highlights the penetration of technology into consumers' daily lives.

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According to research published by E-commerce Brasil (2025), more than half of Brazilians, Approximately 52% stated that they had used AI assistants to support the acquisition process. products. This data, coupled with the rise in digital fraud, exposes the vulnerability of Consumers are faced with algorithms and automated systems that lack transparency.

The National Confederation of Retail Leaders (CNDL) and the Credit Protection Service (SPC) Brazil identified that 32% of consumers have already suffered or experienced attempts to online scams, while a survey by Serasa Experian (2024) indicated that 42% of Brazilians Those interviewed stated that they had already been victims of digital fraud, which resulted in financial losses. expressive. Thus, the research proves to be socially relevant by contributing to strategies of Consumer protection, for the weaker party in the legal relationship.

It can be inferred that, from a scientific perspective, the investigation is situated at the intersection. between Consumer Law, Civil Law, Digital Law and the protection of personal data.

According to Doneda (2021), the regulation of new technologies must begin with an understanding of that data protection is a structuring element for the preservation of human dignity in Contractual relationships mediated by automated systems.

The 1988 Constitution, in its Article 1, states that the Federative Republic of Brazil, composed of by the indissoluble union of the States, Municipalities, and the Federal District, it is therefore established in The Democratic State of Law has as its foundations, among others, the dignity of the person. human dignity, which must be respected, especially in the relationships governing contracts in systems. automated.

In this same context, Hoechner et al. (2024) argue that smart contracts, Built using algorithms and artificial intelligence, they challenge classic legal categories. requiring the doctrine to develop new interpretative tools capable of dealing with dynamic clauses and difficult for the consumer to understand.

The aforementioned verification strengthens the scientific contribution of this article, insofar as which proposes a critical analysis of Brazilian legislation in light of the challenges posed by AI, adding to the modern disputes of national and foreign doctrine.

In the legal field, the importance of study is consolidated by the need for Regulatory update and reinterpretation of the current legal framework. The Consumer Protection Code (Law No. 8.078/1990), Although it is a principle-based and protective norm, it was developed in a context prior to the revolution. digital and did not expressly address situations in which contractual decisions are made by Automated systems.

As Tartuce (2023) observes, the application of the principles of objective good faith and Transparency in AI-mediated contracts demands special attention from the interpreter and the

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legislator, in order to avoid abuses and information asymmetries that increase the vulnerability of consumer.

In this same vein, the General Data Protection Law (Law No. 13.709/2018) stipulates in Article 20 grants the right to review automated decisions, but it still lacks regulation. a specific provision outlining the obligations of suppliers in the context of electronic contracts.

Article 20 of the LGPD (Brazilian General Data Protection Law) now guarantees the data subject the right to request a review of decisions. adopted, in a unique way, based on automated processing of personal data that compromises their interests, such as credit decisions or their own consumption profiles.

It should be noted that the data subject may request a human review of automated decisions. including those intended to deliberate on your personal, professional, consumer profile and credit.

It is important to emphasize that Brazilian case law is already beginning to signal concern with digital contracting practices. With particular emphasis on the Superior Court of Justice, which has strengthened... Scrutiny of digital contracts, emphasizing the validity of consent, transparency, and... Protection against abusive practices.

The Superior Court of Justice has reiterated that ambiguous contractual clauses must to be interpreted in a manner more favorable to the consumer, as established in article 47 of the CDC, the which gains particular relevance in automated contracts where algorithmic opacity makes it difficult a full understanding of its terms.

Furthermore, the Court of Justice of the Federal District and Territories has recognized that... Strict liability of digital platforms for fraud occurring in their virtual environment. This understanding reinforces the need for accountability even in scenarios mediated by artificial intelligence.

Thus, the study proves justified by the social relevance of strengthening the protection of Consumer in a digital environment full of risks, due to the scientific relevance of engaging with new technologies and contribute to the doctrinal and jurisprudential development regarding contracts. automated and, furthermore, due to the legal relevance of supporting regulatory adaptation and the construction of an effective regulatory framework that ensures safety, transparency and balance in relationships Consumption in Brazil.

4.1 Consumer Protection in Electronic Contracts in Light of the Consumer Protection Code

The CDC (Law No. 8.078/1990) establishes fundamental principles that guide all relationships. consumer rights, especially in the context of electronic contracts. Among these, good faith stands out.

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objective, transparency and protection of the party considered to be in a weaker position.

Article 4 states that the purpose of the National Consumer Relations Policy is to...
Meeting consumer needs regarding the adequate and effective provision of services.
and products, as well as the harmonization of the interests of the participants in consumer relations.

This guideline demonstrates that the legal system seeks to balance a relationship that, by
Its nature is structurally unequal, recognizing the vulnerability of the consumer as an element.
central to consumer relations. In this context, limits are imposed on the supplier's actions, not
not only with regard to the content of the contractual clauses, but also to the practices adopted in
throughout the entire legal relationship, from the offer to the execution of the contract.

This is a regulatory intervention aimed at preventing abuses and correcting asymmetries.
informational and ensure that the exercise of economic activity is carried out in accordance with the
parameters of contractual fairness, transparency, and respect for consumer dignity.

Article 6 of the Consumer Protection Code lists basic consumer rights, such as:

> The protection of life, health, and safety against risks caused by practices
> in the supply of products and services considered dangerous or harmful; a
> education and dissemination of information about the proper consumption of products and services;
> adequate and clear information about the different products and services, with
> correct specification of quantity, characteristics, composition, quality and
> price, as well as the risks they present" (Brazil, 1990).

The provision for these rights demonstrates the concern of the legal system in ensuring that...
not only the physical integrity of the consumer, but also their ability to make informed decisions.
and conscious in the consumer market. The protection of life, health and safety, combined with the duty to
Clear and adequate information reveals that transparency is not a mere formality, but a
an essential requirement for the validity and legitimacy of contractual relationships. By guaranteeing access to
Accurate information regarding the characteristics, risks, and conditions of products and services is sought.
To reduce information asymmetry and strengthen consumer autonomy.

In this context, the absence or insufficiency of this information can compromise the
The balance of the consumer relationship opens the door for the application of control mechanisms foreseen in the
Consumer Protection Code itself. It is precisely at this point that the connection with Article 51 is established, a
since contractual clauses that restrict rights, omit relevant information, or place the
Consumers placed at an excessive disadvantage may be considered abusive and therefore null and void.
law, as a way to preserve objective good faith and contractual balance.

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According to Marques, Lima Marques and Faria (2018), the application of these principles is
This is particularly important in electronic contracts, given the informational asymmetry and the
Technological complexity can increase consumer vulnerability, making transparency more crucial.
and clarity are essential elements for the validity of the contract.

This stance highlights that, in the digital environment, consumer vulnerability does not
It not only sustains itself, but is also enhanced by technical and informational factors, which requires
a reinterpretation of the classic institutions of contract law. Thus, the emphasis is on transparency and on
Clarity reinforces the idea that the validity of the contract is directly contingent upon its effective implementation.
Understanding its content by the consumer.

Miragem (2024) reinforces that the interpretation of clauses should always favor the
consumer, especially when there is ambiguity or excessively technical language,
guaranteeing the effectiveness of principle from the protection integral.
This perspective highlights the hermeneutical role of the judge in realizing the rights of
The consumer, especially when faced with complex contracts. It is

important to emphasize that by favoring the most favorable interpretation, the aim is to neutralize
potential contractual strategies that, through technical or ambiguous language, may hinder
a full understanding and, consequently, harm the vulnerable party.

Furthermore, Carvalho (2019) highlights that objective good faith not only regulates the
The behavior of the parties during the execution of the contract, but also guides the formation of the contract itself.
legal transaction, so any practice that exploits the vulnerability of the consumer may
to be annulled by court order.

The aforementioned positioning broadens the scope of objective good faith, assigning it a function.
structuring throughout all phases of the contract. Thus, abusive practices are not limited to
breach of obligations, but they can be present from the pre-contractual phase, which legitimizes
Judicial intervention to ensure the fairness and balance of the legal relationship.

Silva and Gomes (2021) add that the social function of the contract, implicitly foreseen
The Consumer Protection Code (CDC) requires suppliers and service providers to adopt standards of conduct that preserve
Fairness and consumer safety in any contractual relationship.

This approach demonstrates that consumer contracts transcend the strictly private sphere.
assuming social relevance. In this way, suppliers are subject to a duty to act.
responsible, guided not only by profit, but also by the observance of values such as justice.
contractual protection, the protection of the vulnerable party, and the maintenance of balance in consumer relations.

Divino (2018) analyzes the applicability of the CDC in automated digital contracts,
pointing out that judicial interpretation must consider the impact of technology on the understanding of

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informing consumers about their rights and obligations, reinforcing the need for clear clauses and...
Mechanisms for reviewing automated decisions.

Therefore, consumer contracts must be interpreted in light of the Consumer Protection Code (CDC), ensuring that...
Good faith, transparency, and the protection of consumer vulnerability must be respected.
especially in scenarios where technological complexity, such as the use of artificial intelligence, is involved.
Artificial, it can increase the risks of contractual imbalance.

4.2 Hiring Automation and Algorithms in Decision Making

The automation of hiring and the use of algorithms in decision-making have transformed...
contractual relationships are significantly impacted, especially in the digital context.

According to Cavalcanti (2020), smart contracts, based on blockchain technology,
They allow for the automatic execution of contractual clauses, without the need for intermediaries, which
It can increase efficiency and reduce costs. However, this automation raises legal questions.
complexities, such as the interpretation and application of legal norms in a digital environment.

It can be inferred that smart contracts *are* programs stored in a
blockchains that automatically execute predefined terms when certain conditions are met.
"If/then" clauses are met. They eliminate intermediaries, reduce costs, and increase...
security, ensuring that agreements are fulfilled without human supervision, with immutability.
and great transparency.

Miragem (2020) highlights that the introduction of algorithms into consumer relations can result
in automated decisions that directly affect consumer rights. The lack of
Transparency in algorithmic decision-making processes can compromise consumer trust and
Fairness in contractual relationships. In this sense, it is essential that automated systems
They should be designed to ensure clarity, predictability, and fairness in decisions.

Note that the aforementioned systems map profiles, influence purchases, and can...
to perpetuate obliquities, demanding, according to recent studies, greater governance and review.
human beings to ensure equity.

The use of artificial intelligence (AI) in the drafting and execution of contracts also requires
a critical analysis of civil liability. According to Talamini and Cardoso (2023), contracts
Intelligent, yet innovative, technologies present challenges regarding liability for failures or damages.
resulting from its automatic execution. The absence of a direct human agent can hinder the
Identifying those responsible in litigation cases requires an adaptation of legal norms.
traditional ways to deal with these new realities.

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Furthermore, the implementation of AI in consumer contracts must respect the principles of objective good faith, transparency, and protection of the vulnerable party, as established in the Consumer Protection Code. Automation should not be used as a tool to mask abusive practices or Not to harm the consumer, but rather to promote fairer and more balanced contractual relationships.

Finally, it is essential that there be specific regulations addressing the... particularities of automated and algorithmic contracts, ensuring the protection and guarantee of Consumer rights, as well as legal certainty in digital contractual relationships.

4.3 Civil liability in the use of AI

Civil liability arising from the use of artificial intelligence (AI) in contracts. Consumer law constitutes one of the greatest contemporary challenges for the law.

According to Rodrigues (2021), the complexity of algorithms and the autonomy of decisions Automated processes make assigning responsibility difficult, since it is not always possible. Identify a human agent directly responsible for the damage caused to the consumer.

Furthermore, the algorithmic complexity and autonomy of AI prevent the attribution of responsibility, establishing the "black box effect," in which unexplained decisions conceal Obliquities and cause harm, such as autonomous accidents or discrimination. Accountability It focuses on the responsible humans and institutions, such as developers, companies, and users who... They enable, integrate into, or believe in these systems, establishing normative frameworks.

This issue intensifies in smart contracts, where the automatic execution of clauses can generate legal and economic effects without the intervention of human operators. (Pereira, 2020).

It is important to emphasize that, although effective, full automation requires careful drafting. The code aims to prevent flaws from turning into irreversible legal damages.

Thus, in the Brazilian context, the application of art. 14 of the CDC establishes the responsibility. The supplier's objective liability for damages to the consumer, regardless of fault, which now includes AI-mediated products and services.

Ribeiro and Almeida (2022) argue that civil liability must be adapted to to consider not only human error, but also programming errors, malfunctions of Automated systems and decisions that result in harm to the consumer. This approach ensures Protection for the weaker party, aligning with the Consumer Protection Code's principles of vulnerability and good faith. objective.

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National case law is now recognizing the need for accountability in cases...
involving automated systems. According to Santos (2021), courts have adopted understandings
which reinforce the objective responsibility of digital platforms for failures or fraud that occur in
electronic contracts, even when the damage results from algorithms, expanding the protection of
Consumer in digital environments.

Thus, Brazilian courts began to consolidate their understanding of liability.
objective liability, regardless of fault, in peculiar cases, especially when there is a relationship of
consumption. This understanding expands liability for damages caused by content of
third parties, focusing on protecting consumer rights and the duty of moderation.

Similarly, international studies indicate that responsibility for AI decisions should lie with the individual.
observe criteria of predictability, auditability and possibility of repair (Hildebrandt, 2019),
This proposes algorithmic *accountability* models that can serve as a benchmark for legislation.
Brazilian.

Algorithmic *accountability* models for Brazilian legislation, according to Bill No.
2.338/2023, focus on transparency, risk auditing, and explainability of automated decisions.
and civil liability. Dynamic parameters incorporate the risk-based approach of the EU AI.
Act, in the right to an explanation of the LGPD and in the mechanism for controlling bias/discrimination.

Furthermore, Fernandes (2022) emphasizes that civil liability in mediated contracts
The role of AI should not be limited to repairing damage, but should also encompass prevention, through
standards that require transparency in algorithms, security protocols, and mechanisms of
Challenging automated decisions. This preventative approach aligns with current trends.
international AI regulation frameworks, such as the European Union's AI Act, prioritize mitigating...
risks and the protection of fundamental consumer rights.

Therefore, civil liability in the use of AI in consumer contracts requires a
a multidimensional approach, integrating principles of the Consumer Protection Code, data protection regulations,
national jurisprudence and international trends, in order to balance technological innovation and
Legal certainty, protecting the vulnerable party in digital contractual relationships.

4.4 Consent and informational transparency in digital contracts

Consent and informational transparency are central elements for the
The validity and fairness of digital contracts, especially in light of the increasing use of artificial intelligence.
Artificial intelligence (AI) in the drafting and execution of contractual clauses. Peck (2021) highlights that clarity
and the accessibility of the information provided to the consumer are essential for him to exercise his

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Machine Translated by Google
RCMOS – Multidisciplinary Scientific Journal The Knowledge.
ISSN: 2675-9128. São Paulo-SP.

Year VII, v.1 2026 | Submission: April 18, 2026 | Accepted: April 21, 2026 | Publication: April 24, 2026

Autonomy in a conscious way, avoiding harmful or abusive automated decisions.

Transparency in contractual communication is also related to the need for...
AI systems explain, in a comprehensible way, the criteria and algorithms that guide their actions.
decisions. According to Timm (2022), the lack of understanding about how the systems work
Automated processes can generate distrust, legal uncertainty, and consumer vulnerability.
directly affecting objective good faith in contractual relations.

According to Spinelli (2020), informational transparency is not limited to the disclosure of the content of contract, but it also covers how the automated system operates, what data is
The methods used and how the results are produced. In this sense, the practice of providing information
Clear and understandable terms strengthen consumer confidence and promote contractual fairness.
preventing abuse and minimizing the risk of litigation.

Santos and Lima (2019) reinforce that, in the digital context, it is fundamental that the consumer can contest automated decisions or request review by a human agent, ensuring that
effectiveness of the principle of informed consent. Furthermore, the adoption of standards of
Algorithmic transparency, such as explaining decision criteria, auditing, and predictability,
This is a recommended practice by international organizations such as the OECD and the European Commission.
who advocate for user protection in AI-mediated decision-making processes.

Therefore, the adoption of appropriate consent and information transparency practices is crucial.
It is essential to guarantee consumer autonomy, reinforce objective good faith, and strengthen the...
Legal certainty in digital contractual relationships, contributing to a balance between innovation.
Technology and the protection of consumer rights.

4.5 Of national judgments

An analysis of national case law reveals important guidelines regarding the application of principles of the Consumer Protection Code in contractual relations, especially in scenarios
marked by technical complexity and digital intermediation. The Superior Court of Justice has
consolidated understanding aimed at strengthening consumer protection in situations of
contractual ambiguity.

In this context, the judgment of the Special Appeal stands out, in which it was established that clauses Ambiguous or contradictory statements should be interpreted in a manner most favorable to the consumer.
as provided for in article 47 of the CDC. This is an understanding reiterated by the Court, for example
of the Superior Court of Justice in REsp No. 1,899,304/SP, Rapporteur Justice Nancy Andrighi, decided on
23/03/2021, which reinforced the need for a pro-consumer interpretation of clauses.

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complex contractual arrangements. This position is especially relevant in the context of contracts.
mediated by artificial intelligence, where algorithmic opacity can hinder understanding.
of the contractual terms by the consumer.

Similarly, case law has been evolving to recognize the responsibility of
suppliers in digital environments. Although it is not a precedent from the Superior Court of Justice (STJ), the understanding of
The Court of Justice of the Federal District and Territories reinforces the application of responsibility.
The objective is to target digital platforms that mediate consumer relations. In a decision issued in
In case number 0711382-47.2023.8.07.0009, judged on 02/25/2025, the court recognized that the
Platforms can be held liable for fraud that occurs in their virtual environment, with
This is based on Article 14 of the Consumer Protection Code, which establishes liability regardless of fault.
This understanding aligns with the logic adopted by the Superior Court of Justice (STJ), in the sense of broadening the protection of...
Consumers face risks inherent to the digital and automated environment.

Within the scope of the Supreme Federal Court, although there are still no specific rulings on...
Regarding contracts mediated directly by artificial intelligence, the Court has already established positions.
Relevant information regarding consumer protection and liability in digital environments. Highlights-
if the judgment of RE No. 1,010,606/RJ, Rapporteur Justice Dias Toffoli, delivered on June 28, 2021, in which the
The Brazilian Supreme Court (STF) recognized the constitutionality of rules that ensure the accountability of service providers.
in certain circumstances, reinforcing the need for a balance between economic freedom,
Technological innovation and the protection of fundamental rights. This understanding can be applied,
By analogy, this can be applied to automated contractual relationships, in which the actions of intelligent systems do not...
This eliminates the duty to protect the consumer.

Thus, it can be observed that the jurisprudence of the Brazilian superior courts is moving in that direction.
in order to strengthen consumer protection, even in the face of new technologies, such as smart technology.
artificial. The consolidated understandings regarding the interpretation favorable to the consumer and to
The objective liability of suppliers indicates that the principles of the Consumer Protection Code remain in effect.
fully applicable, although their interpretative adaptation to new dynamics is necessary.
digital contracts.

FINAL CONSIDERATIONS

This research has allowed us to understand that the use of artificial intelligence in training and
The enforcement of consumer contracts represents a significant transformation in legal relations.
contemporary technologies, bringing benefits such as agility, customization, and efficiency, but also
Relevant challenges in light of the Consumer Protection Code. It was found that the use of

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Automated systems can compromise fundamental principles such as transparency and good faith.
objective and the duty to inform, especially due to the complexity of algorithms and the
difficulty in understanding on the part of the consumer, which increases their vulnerability.
in digital contractual relationships.

Furthermore, it was found that, although the Brazilian legal system provides for
Important instruments of protection, such as the Consumer Protection Code (CDC), the General Data Protection Law (LGPD), and the Framework for the Internet (MBO).
Regarding the Civil Rights Framework for the Internet, there are still regulatory gaps concerning the specific regulation of intelligence.
artificial. Such loopholes make it difficult to hold people accountable for damages arising from decisions.
automated systems highlight the need for an evolving interpretation of existing norms, as well
as a legislative improvement that keeps pace with technological advancement. The analysis of
Case law has also shown that courts have sought to adapt traditional principles.
adapting to new digital dynamics, reinforcing consumer protection.

Therefore, it can be concluded that it is essential to promote a balance between technological innovation and
legal certainty, ensuring that the development and application of artificial intelligence in
Consumer relations should occur in an ethical, transparent, and responsible manner. Therefore, it becomes necessary...
Strengthening control mechanisms and increasing algorithmic transparency are indispensable.
and the effective protection of consumer rights, in order to ensure fairer contractual relationships.
and compatible with the advances of the digital society.

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Machine Translated by Google
RCMOS – Multidisciplinary Scientific Journal The Knowledge.
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