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AI IN THE LEGAL MARKET: ADDRESSING LEGAL AMBIGUITY THROUGH A CONSUMER-CENTRIC LENS

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TABLE OF CONTENTS:

The legal classification of AI-based LegalTech tools (LT) under EU law remains uncertain, with major implications for liability allocation and consumer protection. The present article addresses this ambiguity through a consumer-centric and systematic interpretation of the EU legal framework, arguing that the qualification of LT as services or products cannot be determined in abstract terms but must depend on their mode of deployment—particularly on whether they are used by legal professionals or directly by consumers. The analysis first surveys the principal applications of LT within the European legal services sector and outlines the EU rules applicable to these technologies irrespective of their classification. It then examines the legal consequences of categorizing LT as services or products in two distinct scenarios: when AI systems are integrated into professional legal services, and when they are marketed directly to consumers as autonomous digital solutions. The article contends that a use-based, consumer-oriented approach offers the most coherent and protective framework. When employed by lawyers, LT should be treated as components of the service and governed by professional and contractual liability regimes. Conversely, when deployed autonomously by end-users, they should be regarded as digital products subject to EU product-related consumer protection rules. By aligning legal regimes with the risk profiles associated with different LT users, and building on a critical reading of the relevant EU legal landscape, the paper aims to promote an approach that reinforces legal certainty and ensures a coherent level of protection for clients and consumers, despite the absence of a clear categorization and a dedicated sector-specific framework for AI-enabled legal services.

Keywords: LegalTech Tools – AI Law – Legal Services – EU Digital Framework

I. INTRODUCTION

Artificial Intelligence (AI) is progressively reshaping the legal sector through the deployment of AI-powered LegalTech tools (LT), increasingly adopted by both legal professionals and consumers. In professional settings, LT enhance efficiency and productivity in multiple domains. They assist lawyers not only with basic document management tasks but also enable advanced legal research, using natural language processing algorithms to identify relevant statutes, case law, and scholarly references.[2] Moreover, LT can perform document analysis, encompassing contract review, due diligence, and compliance checks, identifying inconsistencies, key terms, or potential legal risks. Predictive analytics tools further support strategic decision-making, evaluating potential legal outcomes and informing risk assessments.[3] Lastly, LT can even

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[2] D. Schwarcz et al., *AI Tools for Lawyers: A Practical Guide*, Minn. L. Rev., 2023, pp. 7–10.

[3] I. Atrey, *Revolutionising the Legal Industry: The Intersection of Artificial Intelligence and Law*, Int'l J.L. Mgmt. & Human., 2023, pp. 1075–1083.

autonomously generate tailored legal documents—such as contracts or motions—based on user's input, streamlining highly technical processes.[4]

By automating repetitive tasks, LT boost lawyers' productivity, enabling even small and medium-sized firms to serve more clients and expand into practice areas or client segments previously inaccessible due to knowledge, capacity, or staffing limits. Furthermore, the time and cost savings generated by these efficiencies could be passed on to clients through lower fees or flat-fee service options, potentially widening access to legal services for those who have historically been excluded[5]. This interconnected scenario enhances overall legal market competitiveness, creating—according to liberal economic theories—a win-win situation: consumers benefit from lower prices, improved quality, greater choice and better service, while businesses are incentivized to innovate, improve efficiency and remain relevant.[6]

Beyond their adoption by legal professionals, LT are increasingly accessible directly to consumers via online platforms, chatbots, and self-help applications.[7] These tools commodify legal knowledge into user-friendly, interactive formats, enabling consumers to prepare documents, assess the merits and risks of claims, and make informed decisions independently.[8] Offering 24/7 availability, geographic flexibility, and greater cost transparency, LT could help overcome social, cultural, and psychological barriers that traditionally limit engagement with the justice system, broadening access to legal assistance[9]—with the sole limitation that certain legal activities still require the personal authorship of a lawyer.

Despite the clear benefits of LT, their full potential remains constrained by legal uncertainty surrounding their classification as products or services. This ambiguity slows adoption and heightens perils linked to their development and deployment. To address these risks, this paper argues that national authorities and courts should adopt a consumer-centric approach: ambiguous LT outputs should be interpreted as products when they are used directly by end-users, while systems employed by lawyers should be treated as integral components of professional services. Such an approach not only aligns with core EU consumer protection principles but also enhances legal certainty and fosters trust in digital legal services.

To this end, the present paper begins by examining the main drawbacks of LT, as understanding these limitations is essential to assess the practical implications of the classification at stake (paragraph 2). Having clarified these aspects, the analysis proceeds with a brief examination of key EU provisions applicable to LT regardless of their categorization as services or products (paragraph 3). Indeed, such an overview represents a necessary preliminary step to determine the areas in which the legal classification at issue produces significant effects. At this stage, the discussion is sufficiently mature to address

[4] DRI, *Artificial Intelligence in Legal Practice: Benefits, Considerations, and Best Practices*, DRI, 2024, p. 89, available at https://www.dri.org/docs/default-source/dri-white-papers-and-reports/ai-legal-practice.pdf (last visited Jan. 23, 2026).

[5] N. Yamane, *Current Developments: 2019–2020: Artificial Intelligence in the Legal Field and the Indispensable Human Element Legal Ethics Demands*, Geo. J. Legal Ethics, 2020, pp. 885–888.

[6] D. Ferrar, *How AI Is Empowering Small Law Firms*, Artificial Lawyer. Legal Tech & AI News, 2025, p. 1, available at https://www.artificiallawyer.com/2025/04/11/how-ai-is-empowering-small-law/ (last visited Jan. 23, 2026).

[7] M. Fenwick et al., *The Lawyer of the Future as 'Transaction Engineer': Digital Technologies and the Disruption of the Legal Profession*, in M. Corrales et al. (eds), *Legal Tech, Smart Contracts and Blockchain*, Springer, Singapore, 2019, p. 255.

[8] Q. Steenhuis, *AI and Tools for Expanding Access to Justice*, in *The Cambridge Handbook of AI in Civil Dispute Resolution* (forthcoming, CUP), 2024, pp. 6–8.

[9] R. H. Brescia et al., *Embracing Disruption: How Technological Change in the Delivery of Legal Services Can Improve Access to Justice*, Alb. L. Rev., 2015, pp. 572–575.

the two interpretive paths available under EU law: classifying LT either as products or as services. Therefore, the paper first examines the implications of categorizing LT outputs as either services or products when used by legal professionals during their professional activities, highlighting the rationale behind these classifications and the relevant legal considerations (paragraph 5). Subsequently, the paper analyzes the implications of labeling LT directly utilized by consumers as either products or services, assessing potential benefits and drawbacks associated with each line of reasoning (paragraph 6). Based on the conclusions drawn from the inquiry, the paper then argues that the most appropriate approach is probably the one that prioritizes consumer protection. National authorities and courts should adopt a consumer-centric perspective, interpreting ambiguous LT as products when such classification affords consumers a higher level of protection. Conversely, when LT are employed in the delivery of professional legal services, they ought to be regarded as integral components of the lawyer's service provision. This consumer-oriented framework not only aligns with fundamental principles of EU consumer protection law but also promotes legal certainty and trust in digital legal services (paragraph 7).

II. THE DRAWBACKS OF THE DIFFUSION OF LT IN LEGAL SERVICES WORLD

Despite the positive effects of LT diffusion in the legal services sector, AI-powered tools can also exacerbate existing risks and give rise to new vulnerabilities for clients and, especially, for consumers as end-users. This underscores the urgent need for a clear rights-protecting legal framework to mitigate such risks and legal uncertainty. In the absence of which, it falls to courts and academic scholarships to clarify the issues at stake and to advocate for a consumer-centric approach to the regulation of these technologies.

The dangers of LT seem to be related, in part, to their technical structure and, in part, to the lack of users' competence and means.

Let us start from AI's intrinsic technical problems. The fact that AI tools need to be trained on large amounts of data is a first structural limitation that affects the quality and accuracy of their responses as well as the privacy rights of the people concerned. The correctness of any answer depends on the data used to train the model: an algorithm cannot learn from information it was not exposed to. This limitation gives rise to a phenomenon known as exposure bias: models trained on specific dataset perform poorly when confronted with unfamiliar inputs, failing to interpret new data creatively and accurately. The issue is particularly problematic for generative AI, as the text they generate becomes part of the underlying data used for subsequent predictions. Consequently, an erroneously generated sentence can exponentially affect the accuracy of future predictions.[10]

Similarly, generative AI systems have exhibited a tendency to fabricate facts or legal information when faced with gaps in their knowledge. In the legal field, these hallucinations may result in the fabrication of fictitious court decisions or the misinterpretation of applicable legal provisions.[11]

What further undermines the accuracy of the outputs is the unstructured nature of legal data. Legal texts are often highly contextualized and polycentric, with significant variation in writing styles and reasoning approaches across lawyers, judges and jurisdictions. This variability, which is particularly acute in multi-cultural and multi-lingual Europe, can make

[10] C. Griffin et al., *A Preliminary Agenda for Using Generative AI to Improve Access to Justice*, Judicature, 2024, pp. 43–51.

[11] *Ibid.*, 47.

it difficult to identify consistent patterns and facilitating imprecise and uncontextualized outcomes.[12]

LT's technical architecture does not only impinge on the accuracy of the outcomes but also exposes users and clients' privacy rights to serious risks. LT are trained on large amounts of data, which may include personal data. Without proper oversight, there is the risk that this personal information could be stolen, processed or used to train AI models without prior notification or consent.[13] The risks for privacy are exacerbated by the fact that unstructured legal data are very difficult to anonymize: simply removing names and locations is not sufficient, as unique events or other context-specific information may make it possible to re-identify subjects. Consequently, privacy risks persist even if a data service provider anonymizes all stored data before using it. Furthermore, even if the output of training does not appear to be legible data at all, it is important to be mindful of the problem that the output of popular language embeddings can be used to predict the original text used for (pre)training and reverse-engineer to disclose sensitive information from the source.[14]

Furthermore, serious privacy and cybersecurity concerns arise from the most common way to create and/or deploy LT, which implies reliance on cloud computing services. Cloud computing-based tools are popular because they eliminate many of the difficulties and costs related to implementation and maintenance of technical infrastructure needed to use or build AI tools.[15] However, there are numerous privacy perils associated with this type of technology. Aside from the extraterritoriality problems, which, although still present, is mitigated by the Regulation 2016/679/EU (GDPR), a particularly widespread risk is unauthorized access to data. As long as the service provider (or any underlying infrastructure) has the technical ability to access and read the data, a data breach could not be excluded. Nor should the perils of *vendor lock-in* be underestimated: technical barriers or the behavior of the cloud provider can create serious difficulties in extracting and moving the data. Notwithstanding recent interventions, such as the Regulation 2022/868/EU (Data Act) and the Regulation 2022/858/EU (Data Governance Act), recovering the full set of uploaded data or transferring it intact to another provider can be particularly challenging.[16]

As anticipated, the other big potential source of risks associated with LT stems from the amounts of skills and resources that are required to manage them. Indeed, the accuracy and efficiency of LT depends, at least in part, on the level of competencies and means possessed by users–be they legally trained or not.

It seems evident that the lawyers' position differs from that of people lacking legal training, since lawyers' legal knowledge mitigates the risks associated with the use of incorrect AI-generated legal outputs. However, a factor that has the potential to create new vulnerabilities and limit the usefulness of LT, even for lawyers, is the technological skill gap. The successful adoption of LT requires technical proficiency and a deep understanding of the model, in the absence of which their utilization may easily turn out

[12] J. Gardner, *The Many Faces of Reasonable Person*, L.Q. Rev.*, 2025*, pp. 131–132.
[13] DRI, 2024, pp. 23–26.
[14] X. Pan et al., *Privacy Risks of General-Purpose Language Models*, IEEE Symposium on Security and Privacy, 2020, pp. 1314–1315, available at https://ieeexplore.ieee.org/stamp/stamp.jsp?tp=&arnumber=9152761 (last visited Jan. 23, 2026).
[15] CCBE, *CCBE Considerations on the Legal Aspects of Artificial Intelligence*, CCBE, 2020, p. 3, available at https://www.ccbe.eu/fileadmin/speciality_distribution/public/documents/IT_LAW/ITL_Guides_recommendations/EN_ITL_20200220_CCBE-considerations-on-the-Legal-Aspects-of-AI.pdf (last visited Jan. 23, 2026).
[16] *Ibid.,* pp. 44-48.

to be counterproductive, expensive and dangerous for clients' rights and for lawyers' reputation.[17]

Having adequate resources is another essential requirement for fully leveraging the potential of LT while minimizing its drawbacks. To gain a genuine marketable advantage, law firms should either use reliable yet costly LT, or, though at a significantly higher cost, develop their own proprietary tools exclusively for the benefit of their clients. Small law firms, however, are unlikely to be able to develop their own LT; more likely they will rely on ready-to-use third-party AI. In the long term, this reliance may undermine their independence. Lawyers who become reliant on a single tool for key aspects of their business processes may face interference from the AI provider in their professional activities and relationships with clients: the tech company could impose unilateral terms, potentially undermining lawyers' independence, professional judgment, authority, and reputation.[18]

The mentioned aspects have led many to think that LT will likely lead to the development of two-tiered systems of access to legal services[19]. Three predominant concerns regarding such scenario have emerged in the literature: (i) one in which expensive, but superior, human lawyers coexist with inexpensive, but inferior, AI-driven legal assistance;[20] (ii) one where only large law firms will effectively harness superior but expensive AI, thereby increasing their power and making more affordable service providers obsolete;[21] and (iii) one where AI's impact will not overcome the *status quo* and there will continue to be only a small portion of the public that can afford quality legal services, which are offered worldwide by few law firms.[22] None of these scenarios is particularly reassuring.

Even more serious are the vulnerabilities arising from the lack of sufficient legal and technological literacy among legally untrained LT users. Lay users typically do not have enough legal knowledge and technological skills to verify the automated answers. Therefore, they are always exposed to the risk of relying on technological systems that do not meet their needs, potentially exposing them to unintended and unexpected consequences[23]. Furthermore, even assuming that the legal information provided by the tool is correct, simply having easy access to legal knowledge through AI-generated answers is often not sufficient to resolve a legal matter. Instead, it is essential to critically analyze the information, its sources and its context, while recognizing that every case is unique and requires a specially designed strategy.[24]

The potential positive impact of these technologies on lay users and the improvement of access to justice is further limited by the fact that many LT companies may use technology

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[17] IBA, *The Future Is Now: Artificial Intelligence and the Legal Profession*, IBA, 2022, pp. 15–16, available at https://www.ibanet.org/document?id=The-future-is%20now-AI-and-the-legal-profession-report (last visited Jan. 23, 2026).

[18] CCBE, 2020, pp. 51–52.

[19] M. Infantino et al., *AI, Lawyers, and Consumers*, in L. A. Di Matteo et al., (eds), *AI and Consumer Law,* Cambridge University Press, Cambridge, 2024, p. 265.

[20] R. Kunkel, *Rationing Justice in the 21st Century: Technocracy and Technology in the Access to Justice Movement*, U. Md. L.J. Race, Religion, Gender & Class, 2018, pp. 372, 382–383.

[21] F. Pasquale et al., *Four Futures of Legal Automation*, UCLA L. Rev. Discourse, 2015, pp. 35–36.

[22] J. A. Guttenberg, *Practicing Law in the Twenty-First Century in a Twentieth (Nineteenth) Century Straight Jacket: Something Has to Give*, Mich. St. Int'l L. Rev., 2012, p. 480.

[23] H. J. Escajeda, *The Vitruvian Lawyer: How to Thrive in an Era of AI and Quantum Technologies*, Kan. J.L. & Pub. Pol'y, 2020, pp. 472–474.

[24] M. L. Koenig, J. A. Oseid, A. Vorenberg, *Ok, Google, Will Artificial Intelligence Replace Human Lawyering?*, Marq. L. Rev., 2019, pp. 1274–1279.

to determine which cases to pursue and to filter out economically unviable cases or legally risky claims from the outset[25]—excluding the people who might need them the most.
From the points highlighted above, it is clear that the widespread use of LT by lawyers and consumers entails significant vulnerabilities and exacerbates longstanding barriers to access to justice. This situation calls for an adequate legal framework capable of addressing these risks. However, in the absence of clear EU-level regulatory guidance, doctrine and jurisprudence should adopt an approach that mitigates such risks while preserving the technology's benefits. Accordingly, the paper argues that LT should be classified as services when used by lawyers in the provision of legal services, and as products when employed directly by end-users. This dual classification better reflects the service–product distinction and enhances protection for both clients and consumers.

III. LT AS SERVICES OR PRODUCTS: COMMON PROTECTION LEGAL FRAMEWORK

Before addressing the regulatory differences that arise from the classification of LT as either products or services, it is necessary to clarify the European legal framework applicable regardless of this distinction. Only once the common rules governing the use of LT are identified can the legal implications of their classification be properly understood. This step makes it possible to distinguish clearly between cross-cutting regulatory elements—those that apply irrespective of whether LT are considered goods or services—and those whose applicability depends directly on such classification.
In adopting this perspective, particular attention should be paid to the Unfair Contract Terms Directive (UCTD) 93/13/EEC and the Unfair Commercial Practices Directive (UCPD) 2005/29/EC, which play a crucial role in shaping consumer protection standards. The UCTD seeks to prevent standard terms in business-to-consumer contracts from creating a significant imbalance to the detriment of the consumer (art. 3). It requires terms to be drafted in clear and intelligible language, with any ambiguity interpreted in the consumer's favor (art. 5), and provides that unfair terms are not binding, while the remainder of the contract remains valid if it can continue to operate without them (art. 6). The UCPD establishes protections against commercial conduct that breaches professional diligence, misleads consumers or employs aggressive tactics. Potential violations include misrepresenting staff qualifications, mishandling complaints, lacking fee transparency and coercing or intimidating clients (arts. 6-9). Both texts are concerned with what happens at the precontractual stage and largely disregard whatever problem may occur during or after the performance of a contract. Moreover, neither of them addresses the unique risks posed by digital applications, such as issues related to transparency, quality or accountability. Finally, while the UCTD is arguably the most rigorously enforced EU contract law instrument, the UCPD leaves enforcement largely to the discretion of member States (arts. 11–13) and has notoriously been underenforced.[26] Nonetheless, these instruments offer important baseline protections, ensuring fairness in consumer contracts and promoting trust in digital markets—principles that remain relevant even in the evolving context of LT.
Similarly, the information obligations set out in the Consumer Rights Directive (CRD) 2011/83/EU provide only limited protection for consumers engaging with LT. CRD imposes standardized duties, requiring traders to inform consumers, clearly and comprehensibly, about the characteristics of their products and/or services, pricing and

[25] M. Ebers, *Legal Tech and EU Consumer Law*, in L. A. Di Matteo et al., (eds), *Lawyering in the Digital Age*, Cambridge University Press, Cambridge, 2021, pp. 198–199.
[26] M. Infantino et al., *The Interplay Between the CJEU and National Courts in the Case Law on Unfair Contract Terms in Foreign Currency Loans: A Comparative Overview*, Eur. Rev. Contract L., 2023, pp. 346–348.

associated rights and obligations (arts. 6-8). However, the effectiveness of CRD is significantly constrained in digital contexts, where interactions often occur through software interfaces and information is hidden in standard terms and conditions that everybody accepts but nobody reads. Furthermore, CRD does not provide specific remedies in cases of non-compliance except from the right of withdrawal (arts. 11-16). As a result, enforcement largely depends on the national contract laws of the Member States (arts. 23-24), which may lead to insufficient and inconsistent consumer protection across the EU.[27] Despite its limitations, the CRD contributes to increasing transparency and supporting informed consumer choices in digital environments, thereby fostering trust in the use of emerging technologies such as LT.

Wherever personal data are involved, the development and deployment LT must comply with the General Data Protection Regulation (GDPR) 2016/679/EU, which protects not only consumers but also lawyers. Both the training and deployment of LT are subject to specific obligations: personal data must be processed lawfully, fairly and transparently and must rely on a legitimate legal basis (arts. 5-11). Furthermore, the GDPR grants data subjects a range of rights, including the right to information and explanation, rectification, erasure, objection and data portability (arts. 12-23). However, ML models embedded in most LT typically do not rely on personal data, but rather on abstract patterns and statistical inferences concerning categories of individuals. As the embedded correlations apply generically to individuals sharing similar characteristics, the majority of data used by these applications do not generally fit in the category of personal data and therefore do not trigger the application of the GDPR.[28] As a result, while in theory data subjects can check how their personal data is collected and processed, in practice they have very little control over it (CJEU in *C-434/16*; *C-141/12*; *C-372/12*). Furthermore, article 82 of the GDPR establishes that individuals who suffered material or non-material damage due to violations of the Regulation have the right to claim compensation against the author of the breach, provided that they can prove the breach of the GDPR, the damage suffered and the causal link between the breach and the damage.[29] While the provision offers crucial protection for solo lawyers, clients and consumers, it however presents significant challenges in practice. It sets a very high burden of proof for data subjects, that is even exacerbated in cases involving complex AI-driven processing where the link between the processing of data and the harm may be indirect or unclear. Moreover, the room for exemptions from liability is broad: courts interpret the absence of fault as well as the fact that controllers or processors have taken all reasonable precaution in an extensive way, reducing substantially the possibility of obtaining damages.[30]

Finally, Regulation EU 2024/1689 (AI Act) classifies certain AI systems that involve the interpretation or application of the law as high-risk (art. 6 and Annex III, point 8), subjecting them to a set of obligations, including requirements on risk management, high-quality training data, technical documentation, transparency, human oversight, accuracy, robustness and cybersecurity measures (arts. 9-27). However, LT are not explicitly listed in Annex III, and thus fall outside the defined high-risk categories, evading this regulatory framework. While the Act imposes additional duties on General-Purpose AI (GPAI) models (arts. 51–56), LT do not themselves qualify as GPAI and are therefore largely

[27] A. Biard, *The Age of Consumer Law Enforcement in the European Union: High Hopes or Wishful Thinking?*, Eur. J. Risk Regul., 2023, pp. 625–627.

[28] M. Ebers, 2021, pp. 214–216.

[29] B. Van Alsenoy, *Liability under EU Data Protection Law: From Directive 95/46 to the General Data Protection Regulation*, JIPITEC, 2016, pp. 282–290.

[30] T. Karjalainen, *All talk, No Action? The Effect of the GDPR Accountability Principle on the EU Data Protection Paradigm*, Eur. Data Prot. L. Rev., 2022, pp. 19–30.

exempt from these obligations. The duties in articles 51–56 apply specifically to providers and, in some cases, deployers of GPAI (arts. 3 nn. 63, 66, and recital 97), not to third parties who adapt or integrate GPAI models for narrow, sector-specific purposes and applications, such as legal services provision (recital 100). By contrast, article 50 of AI Act, which imposes transparency obligations on providers of AI systems, particularly those designed for direct interaction with natural persons, applies to LT. Under this provision, providers must ensure that users are informed they are interacting with an AI system, unless this is evident to a reasonably well-informed person considering the context and circumstances of use (recitals 132, 133). However, while this transparency measure represents a step toward user protection, it may be insufficient to address deeper concerns: users may still attribute undue credibility to AI-generated outputs, and its effectiveness relies on the assumption that users are sufficiently informed and attentive, which may not always hold.[31]

The EU law examined thus far offer meaningful protections to LT users, regardless of how these technologies are legally classified. They contribute to building trust in the digital market, safeguarding fundamental consumer rights, and promoting freedom of choice. However, the current framework also reveals significant shortcomings. These include the limited scope of certain instruments, the inadequacy of available remedies, and the wide discretion left to member States in transposing and enforcing EU rules. As such, it is necessary to assess how the classification a stake may help bridge existing legal gaps and whether it does so effectively.

The next sections will explore the legal consequences that stem from this classification, distinguishing between scenarios in which LT are used by legal professionals and those in which they are accessed directly by end-users. The primary objective is to shed light on a complex and largely underexplored legal issue, and to propose an interpretative approach that coherently fits within the EU legal framework and upholds strong safeguards.

IV. LT IN LEGAL PROFESSION: FUNCTIONAL SERVICES, NOT CONSUMER PRODUCTS

In general terms, although the distinction between goods and services may appear straightforward, clearly defining these concepts has long posed a challenge across various disciplines. Goods are typically understood as tangible, physical items that possess exchangeable value. They can be owned, transferred, and traded, exist independently of their owners, and retain their physical characteristics over time[32]. While the characteristics of goods are relatively well-established, the definition of services remains more contested. Services are often described by four key features: intangibility, heterogeneity, inseparability, and perishability[33]. However, in a technological society, these criteria are increasingly inadequate for clearly distinguishing between products and service[34]. For example, the criterion of intangibility is not enough to distinguish service from products, since digital outputs like AI-generated text are intangible, yet can be stored, copied and distributed like physical goods; or, when a human performs a specific task, it's clearly a service, but when a machine performs it on-demand, instantly, and without ongoing

[31] E. Mišćenić, *Information, Transparency and Fairness for Consumers in the Digital Environment*, in C. Crea et al. (eds), *The New Shapes of Digital Vulnerability in European Private Law*, Nomos, Baden, 2024, pp. 89–126.
[32] G. Parry et al., *Goods, Products and Services*, in M. Macintyre et al. (eds), *Service Design and Delivery*, Springer, 2011, p. 20.
[33] S. Moeller, *Characteristics of Services—A New Approach Uncovers Their Value*, J. Serv. Mark., 2010, p. 359.
[34] M. Loos et al., *The Regulation of Digital Content Contracts in the Optional Instrument of Contract Law*, Eur. Rev. Priv. L., 2011, p. 732.

personal input, it starts to resemble a product—something you "use" rather than "receive".[35]

This ambiguity, exacerbated by the lack of specific indications offered by EU law, highlights the need for clearer legal guidance on how to classify emerging technologies. To this purpose, the paper adopts a user-focused approach to classify LT: in this paragraph, the survey considers whether LT should be treated as product or services when used by lawyers then, in the following one, it will examine their classification when utilized directly by end-users; in both cases, it explores the legal impact of each option, aiming to identify which approach best protects consumer rights and better fits with current EU legal framework.

Despite the aforementioned challenges, when LT are used by lawyers to provide legal assistance, they can hardly be regarded as standalone products, rather than as integral components of a comprehensive legal service. The intrinsic nature of legal services seems to support this perspective, as legal assistance is defined by the exercise of professional judgment tailored to clients' circumstances and accompanied by personal responsibility and ethical oversight. Lawyers' professional duties, liability regimes, and responsibility for acts of supervised collaborators confirm that LT used by lawyers should be considered as part of the service offered: the nature of the relationship and the client's expectations prevail over the technical classification and functioning of the means used to deliver the service.

Starting with lawyers' professional duties, it should be emphasized that these duties are built around lawyer's role and expertise. This circumstance not only reinforces the idea that lawyers provide legal service regardless of the tools employed, but also allows for the regulation of different situations, including evolving ones, to ensure the responsible, appropriate, and lawful delivery of legal services. The duty of competence (e.g., art. 14 Italian Code of Forensic Ethics (ICFE)) requires lawyers to possess not only the necessary legal knowledge and skills for representation but also to ensure the accuracy and reliability of AI-generated outputs. This duty extends to maintaining awareness of available technological tools that may serve the client's interests and performing ongoing oversight in accordance with the "trust but verify" principle.[36] Similarly, the duty of transparency (e.g., art. 35 ICFE) entails that lawyers must communicate clearly with clients about the strategies and technologies employed, including the use of LT. This involves obtaining informed consent, explaining the function, rationale, and potential risks of such tools, and outlining available remedies in the event of errors or complications.[37] The duty of confidentiality (e.g., art. 9 ICFE) also plays a central role, requiring lawyers to understand and mitigate risks related to data security and privacy when using AI. This includes secure data handling, due diligence on AI providers, and contractual safeguards—such as limiting data use to authorized purposes, prohibiting resale or AI training with client data, and mandating robust protection protocols.[38] All the mentioned duties—the violation of which may result in liability for damages caused by lawyers to clients— confirm that, even when certain means, such as LT, are employed in the provision of legal assistance, the central aspect lies not in the tools or technologies used but rather in the role and expertise

[35] J. Hojnik, *Technology Neutral EU Law: Digital Goods within the Traditional Goods/Services Distinction*, Int'l J.L. & Inf. Technol., 2017, pp. 64–66; H.-W. Micklitz, *The Price to Pay for Pick-a-Pack Dependency: Consumer Policy and Law Between Internal Market and Digital-Green Economy*, J. Cons. Pol'y, 2025, pp. 346–349.

[36] DRI, 2024, pp. 9, 18–19; CCBE, 2020, p. 32,

[37] J. Cook et al., *AI-ready Attorneys: Ethical Obligations and Privacy Considerations in the Age of Artificial Intelligence*, U. Kan. L. Rev., 2024, pp. 335–340, 361–363.

[38] D. Simshaw, *Ethical Issues in Robo-lawyering: The Need for Guidance on Developing and Using Artificial Intelligence in the Practice of Law*, Hastings L.J., 2018, pp. 198–200.

of the professional as well as in the relationship established with the client. Italy seems to confirm this interpretation through its recent legislation implementing the AI Act (Law No. 132/2025). In particular, article 13—which applies to intellectual professions—indicates that the use of AI systems in professional practice is not an independent activity but a supporting tool that must remain subordinate to human intellectual work (art. 13(1)). Article 13(2) further requires that professional users inform the client, in clear and exhaustive terms, about the use of AI, thereby strengthening their fiduciary relationship with clients and their duty of transparency. As the first national implementation of the AI Act in the EU, this provision appears to support the view that LT used by lawyers should be treated as an integral part of the professional service, rather than as a standalone product, and that liability should therefore be assessed within the framework of professional duties and contractual responsibility.

With regard to lawyers' accountability regime, it is important to note that generally, in EU member State, establishing lawyer's liability requires the claimant to demonstrate the existence of a legal services agreement and that the damage suffered has been caused by lawyer's fault or negligence (including the violation of lawyers' professional duties).[39] Despite the conservative application of these liability regime—grounded in the idea that lawyers' obligations are "obligations of means rather than results"[40]—, it remains sufficiently robust to afford meaningful protection to clients. Indeed, this regime allows a client harmed—directly or indirectly—by the improper use of LT, or by the LT itself, when employed by a lawyer, to obtain compensation more easily than by holding the tech company responsible—this is due, among many, to the evidentiary challenges arising from the complex nature of AI-based tools, to the considerable economic power typically held by tech firms, and to the difficulties in identifying the responsible party. Nonetheless, the paper argues that, where courts acknowledge clients' difficulties in meeting the standard burden of proof, they may consider interpretative approaches that relax evidentiary requirements or reallocate burdens of proof in light of LT' distinctive features, such as opacity, automation, and third-party involvement. However, such developments remain largely theoretical at this stage, and judicial practice in this regard is still evolving. Overall, the existing liability framework seems adequately prepared to accommodate the integration of AI into legal services without necessitating immediate structural reforms, as it clearly affirms that lawyers provide a professional service for which they remain responsible, regardless of the tools employed.

As anticipated, another argument supporting the thesis at stake is the analogy that can be drawn with the responsibility lawyers bear for harm caused by trainees or other professionals acting under their supervision. In most of EU legal systems, lawyers bear a non-delegable ethical and professional responsibility to supervise all individuals (including non-legal experts) involved in the provision of legal services (e.g. art. 2322 Codice Civile, art. 7 ICFE). Through an analogical reasoning that remains faithful to the underlying rationale of the norm—which consists in the closely personal nature of the mandate—, it is reasonable to argue that the same principle should apply even more strongly to activities performed with the assistance of a self-learning, autonomous machine.[41] Lawyers' duty of supervision—and the corresponding responsibility in the event of harm caused by human or, through the mentioned interpretation, non-human collaborators—supports the idea

[39] T. Vilchyk, *Duties of Lawyer to a Court and to a Client*, Russ. L.J., 2018, pp. 88–97.

[40] C. P. Economides, *Content of the Obligation: Obligations of Means and Obligations of Results*, in J. Crawford et al. (eds), *The Law of International Responsibility*, Oxford University Press, Oxford, 2010, pp. 371–382.

[41] A. Bertolini, *Artificial Intelligence and Civil Liability*, European Parliament, 2020, p. 73, available at https://www.europarl.europa.eu/RegData/etudes/STUD/2020/621926/IPOL_STU(2020)621926_EN.pdf (last visited Jan. 23, 2026).

of identifying LT as a part of the professional service personally delivered by lawyers employing the means that they consider most appropriate.

Transposing the analysis to the EU level, only limited relevance may be attributed to the Services Directive 2006/123/EC (SD). While primarily aimed at facilitating the free movement of services, it nonetheless contains some ancillary safeguards for service recipients that also apply to legal services (recitals 33, 36; arts. 2, 4). Specifically, the SD provides for non-discriminatory access to services across member States (arts. 19–20), basic transparency and information obligations for recipients (arts. 21–22), and general duties facilitating complaint handling and dispute resolution (art. 27). Although their practical impact depends on national implementation, these provisions may offer a residual baseline of protection for clients when LT are employed within legal services.

Regarding the possible applicability of Digital Content Directive (DCD) 2019/770 EU,—if LT are considered as part of the service offered by lawyers—it seems to be not applicable, not only because it is not enforceable when the principal subject matter of a contract is the provision of professional services—such as legal one—regardless of whether digital means are (recitals 12, 27), but even because LT are not services that serves to create, store, process, check data in digital form or share data uploaded, stored or interact with other users (arts. 2(1) point 2; 3(5) a)).[42] Therefore, in assessing the applicability of the DCD, it is necessary to distinguish between the provision of automated legal services and the supply of legal digital content. Specifically, when LT are employed by legal professionals in the course of their work, they generally fall outside the DCD's scope. However, this exclusion may not apply to situations in which LT are used directly by end-users. This issue will be explored in greater depth in the following section, where the analysis focuses on LT as products, based on the premise that digital content may be encompassed within the broader category of products.

The absence of robust theoretical foundations and normative references supporting the qualification of LT as standalone products—an exception can be find it the General Product Safety Regulation (GPSR) 2023/988/EU, which extends its scope to any item that is supplied or made available, including in the context of service provision (recital 17), and it will be examined in greater detail in the following section—suggests that, when employed by lawyers in the delivery of legal services, LT should be regarded as an integral component of the overall professional service, rather than as independent products. This conclusion holds regardless of the lawyer's personal involvement, as legal practice remains immaterial, intellectual, personalized, and grounded in a fiduciary relationship—a characterization further supported by a consumer-centric approach aimed at protecting vulnerable clients, particularly in the absence of specific regulation. By contrast, if LT were classified as products even when used by lawyers, consumer protection rules would apply: the lawyer would act as seller, the LT output as product, and the client as buyer. Yet such a classification is conceptually problematic, conflicting with intrinsic nature of legal services. Even if it could theoretically enhance consumer protections, it risks oversimplifying the relational and fiduciary dimensions that distinguish legal services from standard commercial transactions.

While the categorization of LT when used by lawyers presents relatively few difficulties or uncertainties, significantly greater challenges arise when LT is used directly by consumers—an issue that will be addressed in the following section.

[42] S. Navas, *The Provision of Legal Services to Consumers Using LawTech Tools: From 'Service' to 'Legal Product'*, Open J. Soc. Sci., 2019, pp. 85–86.

V. LT WHEN USED BY CONSUMERS: AI-DRIVEN PRODUCTS NOT SERVICE-BASED SOLUTIONS

As noted in the previous paragraph, the classification of LT as services appears relatively uncontroversial when such tools are employed in the provision of professional legal services delivered to clients. Conversely, the classification becomes more complex when LT are employed autonomously by end-users, necessitating a detailed legal analysis to ascertain their appropriate categorization and the corresponding legal framework. Therefore, this section will first examine whether LT may be considered as services, with particular attention to the relevant legal framework and its adequacy in ensuring the protection of consumers' rights. Then, the analysis will turn to the alternative classification of LT as products, assessing the legal implications arising from such a qualification; as will be demonstrated, this pathway proves to be the most practicable one and better suited to safeguard the interests of the involved parties.

As previously noted, legal assistance is increasingly being provided through LT that, to varying degrees, replicate functions traditionally performed by lawyers. These tools convey specialized knowledge tailored to users' needs, thereby supporting the performance of technically complex legal tasks.[43] The resemblance to legal services delivered by professionals may suggest that, even in the absence of lawyers' intervention, LT could still be classified as services when used directly by end-users. The absence of appropriate normative foundations to support such an interpretative stance not only weakens its legal plausibility but also raises significant concerns regarding consumer protection.

In this regard, it is important to highlight that, even considering LT as a form of legal services, it is evident that, in the absence of licensed lawyers, the professional duties governing lawyers do not currently apply to LT services offered by tech companies. It would be worthwhile to consider extending such professional obligations to LT providers. National bar associations and courts, for example, could play a pivotal role in advocating for the application of professional obligations to technology companies that offer legal services or products, thereby ensuring accountability and ethical standards in the delivery of such services. This would help promote greater accountability, strengthen consumer protection, and uphold ethical standards in the digital delivery of legal services. However, this approach is likely to encounter substantial resistance—not only due to the legal and interpretive difficulties courts face in extending sector-specific professional rules to actors beyond the established scope, but also because of the strong opposition that LT companies themselves are likely to mount.[44]

Considering EU level, the only regulatory provision that could apply is the E-Commerce Directive 2000/31/EC (ECD). It defines information society services as any service normally provided for remuneration at a distance, by electronic means, and at the individual request of a recipient of services (recital 17). These services encompass a wide range of online economic activities (recital 18), excluding legal representation before courts from its scope (art. 1(5) d)), but not legal advice or legal assistance—activities that may be performed by LT. The ECD primarily focuses on service providers and the proper functioning of the internal market, but it contains certain provisions that relate to service recipients. In particular, it requires member State to ensure that providers supply clear, comprehensible, and unambiguous information—before ordering—on matters such as the steps involved in contract formation, the languages of the contract, and whether the contract will be accessible. However, these requirements do not apply where contracts are concluded exclusively through e-mail or equivalent individual communications (art. 10).

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[43] M. Ebers, 2021, p. 205.

[44] G. Chieco, *Digital Vulnerability and AI-powered Legal Services*, in M. Infantino et al. (eds), *Remedies to Digital Vulnerability in European Private Law*, forthcoming, Springer.

Member States must ensure that, when orders are placed electronically, providers acknowledge receipt promptly and both order and acknowledgment are deemed received once accessible to the parties (art. 11). Furthermore, the ECD requires member States to establish mechanisms for the out-of-court resolution of disputes (art. 17), as well as the possibility of seeking interim relief in the context of judicial proceedings (art. 18).[45] As is evident, the ECD does not offer strong or specific protections for consumers of LT, relying predominantly on information obligations, procedural mechanisms, and on national implementation, leading to a fragmented regulatory landscape that fails to guarantee consistent minimum standards of consumer protection across the EU.

The conceptual limits and the scarce legal references supporting the interpretation of LT as services, when used directly by consumers, suggest that it may be more appropriate to classify LT as products. In this regard, the diffusion of LT has enabled the delivery of practical legal knowledge via processes analogous to mass production, yet tailored to the specific needs of individual consumers—a phenomenon referred to as *mass customization*.[46] This approach is exemplified by computer-based document assembly systems, which, following a series of user-generated inputs (questions and answers), modify legal templates by removing or inserting clauses, ultimately generating documents customized to the user's personal circumstances.[47] As a result, practical legal knowledge is increasingly becoming a *commodity*, allowing tasks to be standardized and performed by laypersons, provided they have access to the appropriate technological tools.[48] Such commodified legal outputs are best conceptualized as *information goods* or *consumer products*, which possess distinct characteristics: first, they are non-rivalrous, meaning their use by one person does not deplete their availability to others; second, they are often non-excludable, as others may access and use them once they are made available; and third, the iterative use and reuse of such knowledge contributes to the generation of further knowledge.[49] As noted above, these features sharply contrast with traditional legal services, where the value lies in how and by whom the service is delivered. When human discretion and personalization are absent, and the task is performed by a machine, the output ceases to be a service and instead constitutes a product. The key classificatory criterion is therefore the nature of what is delivered and not by whom. Accordingly, these standardized and scalable legal outputs are best understood as goods—specifically digital goods—created at the time of the transaction and delivered via automated, algorithmic processes.[50]

Considering LT as products not only aligns with the just-mentioned conceptual framework but also permits wider and stronger protection of consumers than classifying them as services.

In this regard, it is worth mentioning the GPSR. It applies to any item—whether or not interconnected with other items—that is supplied or made available, including in the context of a service provision (recital 17), to consumers or is likely, under reasonably foreseeable conditions, to be used by consumers, even if not specifically intended for them, provided that no sector-specific legislation applies (arts. 2, 3). The GPSR imposes general safety requirements (art. 5), requiring operators to ensure products pose no risk under normal or foreseeable use. Safety assessments must consider design, presentation,

[45] J. Radler, *The Electronic Commerce Directive*, J. Direct, Data & Digital Mark. Pract., 2000, pp. 171–177.
[46] J. Tiihonen, *An Introduction to Personalization and Mass Customization*, J. Intell. Inf. Syst., 2017, pp. 1–7.
[47] R. Whalen, *Defining Legal Technology and Its Implications*, Int'l J.L. & Inf. Technol., 2022, pp. 52–58.
[48] S. Navas, 2019, pp. 82–83.
[49] J. S. Webb et al.,, *Setting Standards: The Future of Legal Services Education and Training Regulation in England and Wales*, 2013, p. 4, available at https://letr.org.uk/wp-content/uploads/LETR-Report.pdf (last visited Jan. 25, 2026).
[50] S. Navas, 2019, pp. 82–84.

labelling, user characteristics—including vulnerable consumers—and evolving functionalities like cybersecurity or adaptive features (art. 6). Critically, recital and provisions emphasize the inclusion of non-tangible or mixed products such as software and apps (recitals 25, 26). Therefore, when LT are classified as products rather than services, they fall within the scope of these safety obligations: LT manufacturers must undergo internal risk assessments, maintain technical documentation, and carry traceability information. Accordingly, a manufacturer who considers, or has reason to believe, that a product placed on the market is dangerous must immediately take appropriate corrective measures to ensure its compliance—including, where necessary, withdrawal or recall—while also informing consumers in accordance with articles 35 and 36, and notifying the relevant market surveillance authorities via the Safety Business Gateway (art. 9).[51] Furthermore, products offered online or via distance selling must clearly display essential information, such as operator identity and product details (art. 19). The application of GPSR to LT offers consumer protections via mandatory safety and transparency requirements, partially bridging the gap when LT function autonomously outside professional oversight. It also shifts regulatory responsibility onto LT producers and distributors, aligning them more closely with product liability regimes rather than pure service-based frameworks, as noted in recital 17. However, the product-based approach set by GPSR is residual in nature (art. 2) and therefore applies only in the absence of specific sectoral legislation. In this regard, it seems appropriate to address the issue of producer liability as defined by the Product Liability Directive (PLD) and the Revised Product Liability Directive (RPLD).

As widely known, the PLD does not appear to apply to damages caused by AI tools, unless they are integrated into products–understood as tangible movable goods (art. 2). As a result, the PLD does not seem to offer protection in cases of harm caused by LT. To address this gap in protection and to modernize a directive conceived in the pre-digital era, the RPLD was adopted. The RPLD, compared to its predecessor, sets a wider definition of 'product', covering software and AI systems (art. 4). This confirms the RPLD's applicability to LT, insofar as AI-based legal tools marketed to the public and used autonomously by consumers qualify as digital products in their own right and therefore fall within the RPLD regime. The RPLD also enlarges the scope of the parties in the supply chain who may potentially be liable (art. 8), reflecting the complex ecosystem of AI development and distribution. Furthermore, it expands the definition of damage by including material losses resulting from inadequate cybersecurity measures and destruction or corruption of data that are not used for professional purposes in case of product defectiveness (art. 7). This extension is particularly relevant for LT, which often process sensitive legal data and operate in environments where cybersecurity vulnerabilities or data integrity failures may cause significant harm. In this respect, the RPLD reinforces the centrality of cybersecurity and data integrity, recognising that insufficient protection, missing updates, or inadequate system design may themselves constitute a source of compensable damage, leading to both financial and non-financial losses deriving from the destruction or corruption of private data or systems, pursuant to article 6(1)–(2). The burden of proof remains with the plaintiffs, who must prove the product was defective, that they suffered damage and the causal link between the damage and the defect (art. 10); yet, under certain conditions, the RLPD establishes a presumption of defectiveness and causal link and the plaintiffs' right to ask manufacturers to disclose necessary information in court (art. 9). It should however be kept in mind that article 13 limits liability where the

[51] J. Ruohnen, *A Review of Product Safety Regulations in the European Union*, Int'l Cybersecurity L. Rev., 2022, pp. 352–358.

injured person has contributed to the damage through negligent behaviors. Nevertheless, recital 55 clarifies that the liability of the economic operator should not be reduced or disallowed when the damage is caused, in addition to the defectiveness of the product, by the acts or omissions of users or third parties. In other words, the producer cannot rely on article 13 where the damage results not only from the consumer's misconduct but also from a defect or vulnerability that could have been prevented through appropriate design, security measures, or user guidance. Therefore, while article 13 may operate as a defence in theory, its practical applicability in the LT context is limited when the producer has not fulfilled its duties of safety, updating and information provision. Importantly, the practical relevance of disclaimers is also limited in the LT context. This is because the harms contemplated by the RPLD—such as damages resulting from data destruction, corruption, or cybersecurity failures—are typically beyond the consumer's capacity to cause through ordinary use. A generic disclaimer is thus unlikely to shift liability away from the producer when the product's defectiveness causes such damages in the course of its intended use, especially if security standards are not met. In light of the foregoing, the most significant limitation, of the RPLD lies in the narrow scope of compensable damage, which is confined to specific cases. However, the RPLD provides an additional layer of consumer protection for autonomously deployed LT, offering a targeted and concrete avenue for redress in clearly defined scenarios, effectively complementing other EU consumer-protection measures.

Considering now the DCD, it is important to note that it leaves room for different interpretations due to the generic definition of "digital content", which consists in data that are produced and supplied in digital forms (art. 2), that includes for example, computer programs, applications, video files, audio files, or other e-publications (recital 19).[52] Furthermore, the DCD does not define the legal nature of contracts for the supply of digital content and digital services, leaving this matter to national legislation (recital 12). As a result, fundamental aspects of such contracts are governed by national laws, with the aim of ensuring a high level of consumer protection, regardless of the contractual form or the legal definitions adopted.[53] Therefore, through a straightforward interpretative approach, the—open and wide—category of digital content could be subsumed under the broader category of products. Indeed, this line of reasoning is supported by the analogy between digital products and digital content. The purchase of digital content entails the electronic transfer of digital data to the consumer and requires a medium through which the content can be accessed and used. Similarly, digital products are goods that can be reduced to digital data and are acquired through electronic transmission. Their use presupposes compatible hardware or software on which the data can be stored and through which the contractual purpose can be fulfilled. Although intangible in nature, the digital data effectively becomes part of a tangible product once it is transmitted to and stored on the consumer's hardware.[54] Consequently, LT, when deployed by end-users and fitting within the definition of digital contents, could also fall within this classification and be regulated accordingly under DCD. This approach also aligns well with the consumer-centric perspective adopted both in this paper and in the EU legal framework governing the digital realm. DCD requires that digital content conform to the terms of the contract

[52] M. Farinha, *Modifications on the Digital Content or Digital Service by the Trader in the Directive (EU) 2019/770*, RED, 2021, pp. 89–90.

[53] S. Navas, 2019, p. 9.

[54] M. Schmidt-Kessel, *The Application of the Consumer Rights Directive to Digital Content*, European Parliament, 2010, p. 3, available at https://www.europarl.europa.eu/document/activities/cont/201101/20110113ATT11670/20110113ATT11670EN.pdf (last visited Jan. 25, 2026).

with regard to description, quantity, and quality, and that it possesses features such as functionality, compatibility, interoperability, and security (arts. 6, 7). Furthermore, the content must be fit for the agreed purpose and meet the quality and performance standards that consumers can reasonably expect, including continuity and accessibility (art. 8). Traders are obliged to provide all necessary updates to ensure ongoing conformity (art. 9). Failure to supply the content or a lack of conformity at the time of supply renders the trader liable (art. 11), and the burden of proof is reversed in favor of the consumer (art. 12). Where the trader fails to supply the digital content or service within the agreed timeframe, or with undue delay after a consumer's reminder, the consumer is entitled to terminate the contract (art. 13). In the case of non-conformity, the consumer may demand that the product be brought into conformity unless this is impossible or would impose disproportionate costs. If the trader fails to provide a remedy, the consumer has the right to a proportionate price reduction or to terminate the contract altogether (art. 14). Upon termination, the trader must fully reimburse the consumer, except for any period during which the content or service was compliant with the contract (art. 16).[55]

From both a logical and normative standpoint—even acknowledging that the applicable legal provisions are currently limited and insufficient—it becomes evident that LT, when used directly by end-users, should be classified as products rather than services. Failing to do so would mean disregarding fundamental principles that underpin the distinction between products and services. More critically, it would leave consumers largely unprotected, exposing them to the unchecked power and potential impunity of legal tech companies. In such a scenario, the imbalance between end-users and technology providers would be further exacerbated, undermining core objectives of consumer protection law and market fairness.

VI. Conclusions

The widespread use of AI in the European legal sector undeniably brings significant opportunities and benefits—such as enhanced productivity for law firms, improved access to justice, and broader dissemination of legal knowledge. However, it simultaneously introduces novel vulnerabilities and exacerbates pre-existing ones. The opaque technological architecture of LT, the limited resources as well as the legal and technical literacy of users, and insufficient safeguards in their development and deployment all contribute to exposing users to potential risks.

The benefits may be constrained, and the risks amplified, by the legal uncertainty surrounding the classification of LT as either products or services—an ambiguity that directly impacts the applicable legal framework, with direct consequences for consumer protections and legal certainty for providers.

In the absence of clear definitions or precise normative references, the most viable path forward is to adopt an interpretative approach that best aligns with both the conceptual distinctions between services and products and the objective of maximizing consumer protection under EU law. This paper has aimed to demonstrate that LT, when deployed by lawyers as part of their professional activities, should be regarded as services. This position is supported not only by the intrinsic nature of legal practice but also by the existence of professional duties that bind lawyers. If these duties are breached, including through negligent use of LT, clients are entitled to seek compensation—an avenue that is often more practical and accessible than pursuing claims directly against LT providers.

[55] J. Morais Carvalho, *Sale of Goods and Supply of Digital Content and Digital Services – Overview of Directive 2019/770 and 2019/771*, J. Eur. Consum. & Mark. L., 2019, pp. 194–201.

Moreover, should courts find that clients face significant challenges in proving the necessary elements to obtain compensation for damages caused by LT, they should consider interpretative solutions to alleviate the evidentiary burden, such as presumptions or reversal of the burden of proof.

Conversely, when legal technologies are used directly by end-users—without the intermediation of legal professionals—they should be classified as products. This classification better reflects the nature of LT, which are typically offered on the open market as standardized, commodified solutions, rather than as tailored professional services. Recognizing these technologies as products not only aligns with their functional and commercial characteristics but also provides stronger and more appropriate safeguards for consumers. Under the EU consumer law framework, this classification enables access to a range of protections, including compliance with general safety requirements, the obligation of conformity with the terms of the contract, and recourse to producer liability in the event of damage. These mechanisms are particularly important in scenarios where the user lacks the expertise to assess the reliability or limitations of the technology, thus reinforcing the principle of effective consumer protection.

Ultimately, in the absence of a comprehensive regulatory framework, the interpretative strategy that best reconciles the dual goals of legal coherence and consumer protection is to classify LT as services when used by legal professionals in the course of representing clients, and as products when used directly by consumers. This dual approach is both doctrinally sound and practically necessary to uphold the rights of consumers and to foster trust in the use of legal technologies across the European legal landscape.