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CHANGING THE LEGAL WORLD – ARTIFICIAL INTELLIGENCE AND COMMERCIAL INTERMEDIARY CONTRACTS

ABSTRACT: Artificial intelligence poses a challenge to modern legal systems, as it represents a societal phenomenon and an extension of social reality. Aware that social reality is rapidly evolving due to technological progress, we rightfully question whether the existing legal frameworks are sufficient and adequate to accommodate the changes occurring in the field of artificial intelligence. Specifically, legal subjects include natural persons and legal entities. Can we still limit ourselves to only these two categories today, when computers equipped with cutting-edge artificial intelligence programs increasingly play a significant role in making decisions with legal consequences? This paper will focus on analyzing contemporary social trends and their impact on the existing legal framework, utilizing an evolutionary interpretation of legal institutes. Through the example of natural and legal persons acting as intermediaries in the provision of services, specifically in transportation, we will examine this phenomenon and potential future developments. In this context, the paper will focus on judicial practice related to the Uber case.

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1. Introduction

Modern companies are investing huge resources in the improvement of artificial intelligence, which significantly affects the change in their business. The main goals are to reduce expenses and increase income in business, increase efficiency and meet the needs of clients.

Nowadays, almost all social phenomena acquire a global character, and this especially applies to multilateral markets, which, through multilateral platforms, as intermediaries, strive to find and connect persons who will participate in various types of economic transactions. Increasingly, decisions about connecting interested groups are made with the help of artificial intelligence. However, even though the decision on connection is made “somewhere else”, legal certainty dictates that the legal consequences and responsibility regarding these decisions must be clearly regulated.

Despite operating in a global market, companies and individuals who carry out the activity of intermediaries are subject to the regulation of national regulations governing their registration. However, when an intermediary contract is concluded by contracting parties, and one of them belongs to a different national legal system than the domestic contracting party, we speak about foreign element in contract relation. This “over problem” is regulated by Private International Law norms. In these cases the regulation of contracts depends on national conflict of law norms that determine the applicable legal framework.

As a primary principle in legal regulation, the principle of legal certainty dictates predictability in the sense of undertaking acts in the legal sphere, regardless of whether these acts are undertaken in the pure domestic or Private International Law sphere, or in the real or virtual sphere. In recent decades, the virtual sphere represented a significant challenge for legal science and practice. Even today, this challenge does not subside, but is additionally intensified by new technical and technological achievements.

Historically speaking, the elasticity of the legal system has been confirmed in different situations. Thus, for example, at the time of the foundation of electricity, the jurisprudence interpreted the theft of electricity as a criminal offense of theft of another’s movable property, so that over time, amendments to the existing provisions would incriminate it as a separate criminal offense.

On the other hand, the evolution of law related to certain issues moved in the direction of changing the legal rules which for the present time proved to be anachronistic and outdated. Thus, for example, in the sphere of determining the governing law for contractual obligations, the *lex loci contractus* as a connecting factor proved to be inadequate, especially with the development of distance selling. The rapid development of traffic and communication through correspondence, telephones, teleprompters, faxes and e-mail has led to the fact that the place of conclusion of the contract can be completely accidental, so serious difficulties arose when determining which place should be considered the place of conclusion of the contract (Varadi Bordaš, Knežević, & Pavić, 2016, p. 386). The science of Private International Law has given an answer to the question of which connecting factor is considered adequate. However, the question arises whether artificial intelligence imposes the need for a new change, or will evolution go in the direction of abstracting new trends into existing legal frameworks?

2. Commercial Intermediary Contracts

The commercial intermediary contract is a contract on the performance of commercial activities in which one of the contractual parties-the intermediary, obliges to find and connect with his principal, as another contractual party, a person who would negotiate the conclusion of a certain commercial contract and the principal obliges to pay him the agreed fee if the contract is concluded. The role of the intermediary consists in bringing the principal (his client) in contact with potential partners for concluding certain contracts.

The intermediary undertakes obligation to look for an opportunity to conclude a certain contract with the care of a prudent businessman and to point it out to his principal, informing him of all the circumstances significant for the performance of legal work that are known to him or should have been known to him. During the contract's duration, the intermediary's obligations include complete loyalty to the principal, adherence to the instructions received from the principal, as well as protection of his interests, full discretion and providing any other assistance to the principal related to the contract realization. Concerning national legal system the intermediary contract is named contract (the provisions of the Law on Obligations from 1978), informal contract (consent of the will is sufficient), contract *intuitu personae* and accessing contract. If it considers a foreign element the Law on Foreign Trade Business from 2009 will apply as well as international trade customs. The Law on Foreign Trade Business is relevant in relation to the mandatory provisions while dispositive

norms are determinate in accordance with party autonomy or the provisions of Private International Law Act from 1982.

Today, the commercial intermediary contracts are mostly concluded on line. One of the most important definitions of e-commerce was given by the United Nation Commission on International Trade Law (UNCITRAL): “e-commerce is a set of all commercial activities undertaken through the exchange of information generated or stored electronically, optically or analogically” (Hill & Walden, 1996). The UNCITRAL adopted Model Law of Electronic Commerce in 1996 (hereinafter: MLEC) in order to empower and facilitate e-commerce by providing national legislatures with a set of internationally accepted laws aimed at removing legal barriers. In Art 1 (e) of Chapter I (General provision): “Intermediary, with respect to a particular data message, means a person who, on behalf of another person, sends, receives or stores that data message or provides other services with respect to that data message”.

The legal framework on European level is assured by Directive on electronic commerce (Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market, 2000).

Concerning contracts with a foreign element European Private International Law legal framework is settled by Regulation (EC) No 593/2008 on the law applicable to contractual obligations (Rome I Regulation). According to Art. 3 of Rome I Regulation a contract shall be governed by the law chosen by the parties. If there is no such a choice Art. 4, 1, a-h, prescribe a list of connecting factors for different types of contracts. The intermediary contract is not on the list, but there is a general rule in Art. 4, 2 applying where the contract is not covered by paragraph 1, prescribing that the contract shall be governed by the law of the country where the party required to effect the characteristic performance of the contract has his habitual residence. Concerning commercial intermediary contracts it is clear that an intermediary is carries out an characteristic obligation.

3. Reshaping intermediary contracts in transport-modern trends on the UBER example

According to data from 2023, Uber had more than 118 million monthly active users worldwide (Uber Annual Report, 2023). Uber, as a middlemen company, has more than 5 million drivers using the platform globally, which represents a significant number of service providers that are part of this business model. Uber’s annual profit was about \$31 billion in 2022,

which shows the growth and demand for the services it offers. These figures illustrate the scale of Uber's business and indicate the importance of the legal framework governing the relationship between drivers and passengers.

Given that Uber operates on a global level, it is necessary for different jurisdictions to align in order to create standards for a safer and fairer business. Global standards for the operation of platforms such as Uber can help regulating and reducing legal risks. These standards should include aspects such as consumer protection, liability and ethical standards for the use of artificial intelligence. Cooperation between countries is key to solving the challenges brought by digitization. Many countries and cities have recognized the need to regulate digital platforms like Uber, and have begun to develop legislative initiatives that oblige platforms to take responsibility for drivers and their activities (Kumar, 2024a).

Uber's platform faces different challenges in each market, further emphasizing the need to adapt to local laws, customs and user preferences. Adapting to local conditions is important to business success and sustainability.

Uber uses artificial intelligence in a number of areas, from determining driver routes to pricing based on demand, but also in the field of autonomous vehicles. Contemporary intermediation trends, such as those represented by Uber, highlight the importance of digital platforms in reshaping traditional industries. These trends bring new opportunities, but also challenges that require careful management and adaptation. Uber remains a key example of how technology can change the way services are offered and used, but also how the work environment is shaped in the 21st century.

4. Legal liability and challenges

The MLEC should not be misinterpreted as allowing for a computer to be made the subject of rights and obligations. Data messages that are generated automatically by computers without direct human intervention should be regarded as "originating" from the legal entity on behalf of which the computer is operated. Questions relevant to agency/intermediary that might arise in that context are to be settled under rules outside the Model Law (MLEC, p.27). However, the focus of the MLEC is on the relationship between the originator and the addressee, and not on the relationship between either the originator or the addressee and any intermediary. The MLEC is focused on the relationships between originators and addressees, but not on the rights and obligations of intermediaries, even one of this parties could act as an intermediary. The scope of MLEC is addressed on commercial activities as to cover matters

arising from all relationships of a commercial nature, whether contractual or not. Relationships of a commercial nature include, but are not limited to, the following transactions: any trade transaction for the supply or exchange of goods or services; distribution agreement; commercial representation or agency; factoring; leasing; construction of works; consulting; engineering; licensing; investment; financing; banking; insurance; exploitation agreement or concession; joint venture and other forms of industrial or business cooperation; carriage of goods or passengers by air, sea, rail or road. On the other hand, the UNCITRAL Convention on the Use of Electronical Communication from 2007 even also focused on the relationship between the originator and the addressee and not dealing with the rights and obligations of intermediaries, does not ignore their role (such as servers or web hosts) in receiving, transmitting or storing data messages on behalf of other persons or performing other “value-added services”, such as when network operators and other intermediaries format, translate, record, authenticate, certify or preserve electronic communications or provide security services for electronic transactions.

The objective of EU Directive on electronic commerce is to contribute to the proper functioning of the internal market by ensuring the free movement of information society services between the Member States. The Directive deals separately, in Section 4, with Liability of intermediary service providers, prescribing different conditions for non liability of an intermediary in cases of “mere conduit” (Article 12), “catching” (Article 13) and hosting (Article 14).

5. Regulation and ethical aspects

From the comparative prospective, the codes of ethics of intermediary regulate the ethical principles and rules of the intermediary behavior. Such a Code is in force in Republic of Serbia from 2014. The intermediary has to act impartially. Impartiality does not exist if: he has a personal or business relationship with one of the parties; he has a financial or other interest in relation to the subject of mediation, or if he acted in favor of one of the parties in the intermediary procedure.

Concerning these requests it is obvious that Uber is not providing only technical platform, but offers transportation services that ECJ states in preliminary ruling mentioned below. But even it does not act as an intermediary Uber often faces criticism for the way its technology is used, leading to the need for regulation. The regulatory framework in many countries and cities includes taxi, licensing and driver safety laws, but implementation of these laws is often challenging.

Ethics and bias in algorithms are also a significant problem; there is a risk of bias in the algorithms used to determine pricing or driver selection. The development of ethical guidelines is necessary to ensure fairness and transparency in business.

The lack of uniform standards in many jurisdictions can lead to legal uncertainty and increased risk for all parties (Davis, 2020a). Uber must actively address social issues and criticism, and also communicate transparently about its practices and efforts to improve services (Roberts, 2020a).

Also, Uber should provide transparency about the data it uses for analysis and decision-making. Algorithms used to determine drivers or prices should be clear, ensuring that all participants understand the rules of the game. The local community can play a significant role in shaping Uber's policies, especially regarding safety and the local economy (Garcia, 2018). Issues of legal liability, driver rights and ethical standards are challenges that Uber faces, and clearer regulations are needed to ensure legal certainty and protection for all participants.

In many jurisdictions, consumer protection is also an important aspect, but the question arises as to how these laws apply to platforms like Uber. It is necessary to clearly define how legal certainty can be ensured within these digital transactions. For example, in California, an Uber driver caused an accident, and the issue of liability led to lengthy legal proceedings, indicating the complexity of the legal framework in which Uber operates (California Public Utilities Commission, 2016). This situation has caused the need to revise the legal regulations related to digital platforms and their relations with users.

If Uber is considered as a service provider, the issue of minimum salary and working conditions is another challenge. Many drivers face low salaries, which can lead to financial problems. The regulation should ensure minimum working conditions that will protect the interests of drivers (Kumar, 2024a). Ethics in business is also an important aspect; dynamic pricing can cause frustration among consumers, so transparency in pricing methodology is key (Taylor, 2021a).

If Uber platform is considered as a middlemen company, then the relationship between Uber and users, including drivers and passengers is defined by Commercial Intermediary Contract. This document sets the basic legal framework, defining the obligations, rights and responsibilities of all parties. Uber as an intermediary has an obligation to provide a secure platform that connects drivers and passengers, while drivers must comply with quality standards, including licensing and insurance (Anderson, 2022a). Passengers also have responsibilities, such as respecting the driver and using the platform properly.

The contract also ensures ethical standards, such as informing consumers and drivers about pricing methods and how algorithms work. This can reduce complaints and increase trust in the platform (Roberts, 2020b). Ultimately, the contract is an umbrella in defining the relationship between all participants in the Uber ecosystem, and its structures and challenges must be constantly adjusted to ensure legal certainty and transparency in business.

As mentioned before, one of the most significant challenges is the issue of legal liability. When an incident occurs, the question of who bears responsibility becomes complex. Uber positions itself as a platform that connects drivers and passengers, and in many jurisdictions intermediaries are held liable only for their actions, while drivers are independent contractors (Anderson, 2022a). This legal distinction can make it difficult for consumers to prove their justice in the event of an accident.

6. Applicable law in the ride-sharing industry: challenges and solutions

Uber Technologies, Inc. is one of the most significant middlemen companies in the field of ride-sharing services, which connects drivers and passengers through a digital platform (Uber Technologies, Inc., 2023). This innovative service has changed the way people access transportation, but at the same time it has opened up a number of legal issues, including platform liability and the issue of commercial intermediary contracts.

Legally, a commercial intermediary contract defines the obligations and rights of an intermediary, in this case Uber, who acts as a link between a driver and a passenger (Smith, 2022). This contract governs the provision of services, as well as aspects of security, driver licensing and obligations to the consumers. When determining the applicable law to these contracts, courts consider a number of factors, including the location of service provision, each party's legal framework, and relevant statutory provisions (Johnson, 2021).

One of the key aspects of legal disputes involving Uber concerns the company's liability for the actions of drivers, particularly when incidents or injuries occur while driving (Davis, 2020b). In the case of *Uber Technologies, Inc. v. California Public Utilities Commission*, the court upheld the regulatory body's right to set rules for Uber's operations, emphasizing the company's obligation to ensure certain safety standards to protect consumers (California Public Utilities Commission, 2016). This ruling had a significant impact on the regulation of ride-sharing platforms and pointed to the responsibility of intermediaries for the safety of passengers.

An important topic is how Uber's obligations as an intermediary are defined in intermediary contracts. Depending on the jurisdiction, approaches to defining those obligations can vary significantly (Lee, 2023). Some courts have concluded that Uber cannot completely exclude its liability for drivers who are independent contractors, while in other cases there may be interpretations that favor the independent contractor model, thereby reducing the company's liability (Garcia, 2019).

Determining the applicable law is crucial, not only when dealing with international elements, but also in domestic disputes, where different laws may apply based on the nature of the services and the legal status of the parties to the dispute (Gernett, 2022). This question often depends on the specific circumstances of the case and the legal frameworks that apply in certain jurisdictions.

As shown, the complexity of legal issues related to Uber and similar platforms presents a challenge to the legal system. It is necessary not only to understand the relevant laws, but also to adapt those laws to new business models and technologies (Miller, 2024). As the market develops, the legal framework must also change in order to ensure consumer protection and legal certainty for all parties involved in transactions.

Applicable law refers to the legal system that applies to a certain legal relationship or transaction, and in the context of intermediary contracts, it can significantly affect the interpretation and implementation of contract provisions, as well as the rights and obligations of the parties (Thomas, 2023). Uber, as a global company that provides ride-sharing services, operates in multiple jurisdictions, which leads to complications when determining the governing law (Taylor, 2021b). For example, when a traveler from one country uses the services of a driver from another, the question arises as to which legal norms will apply, which can create legal uncertainty and make it difficult to resolve disputes (Roberts, 2020b).

Many countries have conflict of laws rules to help determine the applicable law in transactions with a foreign element, but these rules are often unclear (Anderson, 2022b). Different legal systems may have different approaches, further complicating the situation. In some cases, the parties may choose the applicable law to apply to their contract. This freedom of choice can be useful for companies like Uber, which often use choice-of-law clauses in their contracts to pre-define the legal norms that will apply in the event of a dispute (Nelson, 2023). Although such choices can increase legal certainty, they can also cause uncertainty if the parties disagree on the interpretation of those clauses (Kumar, 2024b).

The issue of consumer rights plays a significant role in this context. In different jurisdictions, consumer protection laws can vary significantly, and choosing a governing law that is not favorable to consumers can lead to frustration among users (Harris, 2022). In addition, regulations differ from one jurisdiction to another. For example, some laws may place additional requirements on drivers or platforms, such as registration obligations or adherence to local standards (Clark, 2023). This may affect the enforcement of the intermediary contracts and the rights and obligations of the parties.

International bodies, such as the Hague Conference on Private International Law, may also be relevant, as they set rules for determining the applicable law in transactions with international elements (Jones, 2021). In this sense, the applicable law plays a key role in ensuring legal certainty. A clearly defined applicable law can increase predictability in business, which is crucial for all participants in transactions. This element of predictability can help reduce the number of legal disputes (Parker, 2022).

When disputes arise, a clearly defined applicable law can facilitate their resolution and enable effective legal decisions (Stewart, 2023). For a company like Uber, the understanding and proper application of applicable law in intermediary contracts are essential to successfully operate in a global environment and preserve the rights of all participants in this process (Wilson, 2024).

7. The European Union approach

On December 20, 2017, the European Court of Justice-ECJ issued a highly anticipated ruling on the legal classification of Uber's services which connect users of its smart phone application to non-professional drivers using their own vehicles. The case at issue was brought before the ECJ by a court in Spain requesting a preliminary ruling (*Asociación Profesional Elite Taxi*, Case C-434/15). Whereas Uber claimed that it only provides a technical platform, the ECJ held that Uber offers transportation services which can be made subject to an authorization scheme by the Member States in the European Union (EU), similar to the ones used for taxis (Gesley, 2018).

The ECJ concluded that the service Uber provides must be classified as "an integral part of an overall service whose main component is a transport service." The ECJ took the view that the service at issue must therefore be regarded not as an "information society service" but as a "service in the field of transport." (Case C-434/15, para. 40.) However, in that regard, Court states that the intermediation service provided by Uber is based on the selection

of non-professional drivers using their own vehicle, to whom the company provides an application without which (i) those drivers would not be led to provide transport services and (ii) persons who wish to make an urban journey would not use the services provided by those drivers. In addition, Uber exercises decisive influence over the conditions under which that service is provided by those drivers. On the latter point, it appears, *inter alia*, that Uber determines at least the maximum fare by means of the eponymous application, that the company receives that amount from the client before paying part of it to the non-professional driver of the vehicle, and that it exercises a certain control over the quality of the vehicles, the drivers and their conduct, which can, in some circumstances, result in their exclusion (Case C-434/15, para. 40.).

The responsibility of the platform is posed as a key dilemma. It depends on interpretation whether Uber is an information society service acting as an intermediary or provider of transport services.

One of the main legal challenges facing Uber is the issue of liability for mistakes made by artificial intelligence. For example, if AI recommends a driver who is later involved in an incident, whose responsibility it is? Uber, as a platform, cannot be held responsible for the actions of drivers, given that drivers act as independent contractors and not as employees. But, the answer is different if Uber is considered as a provider of services.

8. Key court decisions: analysis and significance – determining the applicable law

Decision in the case of *Uber Technologies, Inc. v. California Public Utilities Commission*, No. 164 Cal. App. 4th 252 (2016), addressed regulations that the California Public Utilities Commission (CPUC) imposed on ride-sharing companies, including Uber. In this dispute, Uber challenged regulations related to driver licensing, fares and incident reporting, arguing that these regulations are excessive and hinder its business model as a digital platform that connects drivers and passengers. The court, however, affirmed that the CPUC has the authority to regulate Uber's operations in California. The decision emphasizes the importance of market regulation and the responsibility of platforms like Uber, noting that regulations are aimed at protecting consumers and preserving public safety. The court particularly pointed out the importance of licensing drivers and setting safety standards as key measures to protect passengers. The applicable law in this case refers to the legislative provisions concerning the regulation of public services and transportation, which define the powers of the CPUC. This ruling sets

an important precedent for the regulation of new technologies and services in transportation, emphasizing that regulators have the right to set rules and standards that ensure consumer protection, thus paving the way for future regulations in this sector.

Decision in *Doe v. Uber Technologies, Inc.*, No. 2018 WL 4089628 (Cal. Ct. App. 2018) addressed Uber's liability for sexual assault while driving. The plaintiff claimed that Uber was responsible for the safety of its passengers and sought damages for the driver's assault. The court ruled that Uber was not liable because it did not have direct control over the driver, raising important legal questions about the platform's liability for the actions of independent contractors. The court confirmed that drivers are treated as independent contractors, reducing Uber's liability. It also confirmed that the driver's background check procedures were adequate. Ultimately, the court concluded that Uber was not directly involved in the incident, setting a precedent for platform liability in the gig economy. In this sense the gig economy implies free market system where organizations and independent workers are engaged in short-term work arrangements. However, the issue of passenger security remains important to the legal discussion on digital services.

Decision in *O'Connor v. Uber Technologies, Inc.*, No. 2016 WL 446152 (N.D. Cal. 2016), focuses on the status of Uber drivers, whether they are employees or independent contractors, which affects their rights and obligations. Governing law relies on California labor and consumer law. A group of drivers filed a class-action lawsuit, arguing that they should be classified as employees because of Uber's direct supervision.

The court ruled that drivers can be independent contractors, but left open questions about possible exceptions. It rejected Uber's request to settle the dispute through arbitration, allowing drivers to proceed with a class action lawsuit. The decision points to the need for further analysis of the rights of drivers and possible changes in legislation, laying the groundwork for a discussion about the rights of workers in the gig economy. The decision in the O'Connor case is significant for the legal framework of work in the gig economy.

At the end there were two contradictory decisions in domestic court practice. In the case of the High Court in Belgrade, number 15 P 98/2021, the question of the responsibility of the CarGo company, which is not exempted from responsibility for damage, while driving was considered, considering the obligation to confirm the driver and the condition of the vehicle. The applicable law in that case relies on the Law on Obligations, which defines the responsibility of intermediaries in the provision of services.

In the case of the High Court in Belgrade, number 12 P 147/2020, the classification of CarGo drivers is considered. The court ruled that drivers can be classified as employees, giving them access to rights such as health insurance and minimum wage. This decision highlights CarGo's direct supervision of drivers, indicating the characteristics of an employment relationship. The applicable law in this case relies on the Labor Law of the Republic of Serbia, which defines the rights and obligations of employees. The decision contributes to the development of legal regulation in the field of gig economy in Serbia.

Both cases deal with the issue of worker classification, but with different outcomes. Previously, also in O'Connor case, it was left open for some drivers to remain classified as independent contractors, while in CarGo the ruling found that the drivers were employees. These decisions are crucial for understanding the rights of workers in the gig economy and adapting the legal framework to modern business models.

9. Conclusion

The judgments presented in the paper show the complexity of the challenges that courts face in resolving disputes in modern business. On the example of Uber Company we presented evolution of legal framework in line with new technologies and business models.

The legal framework needs to ensure legal certainty and protection for all parties involved in transactions. Using new technologies is changing legal perception. The obligations and responsibility of modern intermediaries in the modern business world must be intensified in order to protect consumers.

The use of artificial intelligence cannot cure them, and somebody has to take responsibility on decisions made by computers (Spalević & Ilić, 2024). Hence, the role of an intermediary in a commercial contract shifts to a role of a party in main contract on which the intermediation is carried out. The decisions made by computers have to be attributed to one party in the contract. The intermediary has to intermediate between two legal persons, not between computer and legal person. If he use platform in realizing of the contract then its role shifts to a party of a basic contract with regard to which intermediary arises. It is obvious on Uber example that intermediary contract shifts to a contract for the provision of services. However, the service is about the carriage of passengers and it demand special requests in order to protect passengers as a weaker party of a contract. These involve application of set of both collision and mandatory norms that have to be considered in regulation of ride-sharing.

Considering that the issue of security is also involved, local and state authorities are also interested in this issue and its mandatory rules have to be taken into account.

However, as technology develops and the volume of business grows, it is necessary to constantly review and adapt the legal framework to ensure accountability in all transactions, as well as to ensure the protection of all participants.

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PROMENA PRAVNOG SVETA – VEŠTAČKA INTELIGENCIJA I UGOVORI O TRGOVINSKOM POSREDOVANJU U TRANSPORTU

APSTRAKT: Veštačka inteligencija je izazov za savremene pravne sisteme koji kao društveni fenomen predstavlja nadgradnju društvene realnosti. Svesni činjenice da se društvena realnost usled tehnološkog napretka ubrzano menja, mi s pravom postavljamo pitanje da li su postojeći pravni instituti dovoljni i adekvatni da apsorbuju promene koje se dešavaju na

polju veštačke inteligencije. Naime, subjekti prava i obaveza jesu fizička i pravna lica. Možemo li danas govoriti samo o ove dve kategorije, kada kompjuteri opremljeni najmodernijim programima veštačke inteligencije igraju sve značajniju ulogu u donošenju odluka koje imaju i pravne posledice? U radu ćemo se fokusirati na analizu savremenih društvenih trendova i njihov odnos na postojeći pravni okvir služeći se evolutivnim tumačenjem pravnih instituta. Na primeru fizičkih i pravnih lica koja posluju kao posrednici u pružanju usluga posmatraćemo navedenu pojavu i moguće pravce daljeg razvoja. U tom smislu, rad će se fokusirati na sudsku praksu u predmetima vezanim za Uber.

Ključne reči: *Veštačka inteligencija, Ugovor o posredovanju transportu, Merodavno pravo, Uber.*

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