

## **TRANSNATIONAL CORPORATIONS IN PRIVATE INTERNATIONAL LAW: AMAZON AND THE DIGITAL MARKET**

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*This article uses Amazon as typical case to dissect the core legal conflicts arising from the operations of multinational digital enterprises.*

As one of the world's most influential digital market operators, Amazon conducts business across hundreds of legal jurisdictions globally. This borderless operational model makes it an ideal sample for studying the legal status of transnational corporations in private international law. Traditional private international law relies on physical connecting factors, which become blurred or even ineffective in the virtual digital space.

Amazon's global operations centrally manifest the following major conflicts in private international law:

Amazon's user agreements typically contain choice of court clauses, stipulating that disputes must be exclusively adjudicated by the courts in the location of its US headquarters. This aims to leverage its home advantage to centrally manage global legal disputes.

This clause directly conflicts with Article 18 of the Regulation (EU) No 1215/2012. Under the explicit provisions of the regulation, "A consumer may bring proceedings against the other party to a contract either in the courts of the Member State in which that party is domiciled or, regardless of the domicile of the other party, in the courts for the place where the consumer is domiciled."

This means that the consumer is granted the right to sue the trader in the courts of their own Member State of domicile, and this right cannot be deprived by any prior agreement.

In Case C-191/15, the Court of Justice of the European Union (CJEU) explicitly emphasized this protective principle. Although the case involved Amazon's European entity, it clearly demonstrates how regional mandatory laws constrain global standard terms.

According to Article 6(2) of the Rome I Regulation (EC) No 593/2008, in consumer contracts, "however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which." The law chosen by the parties cannot deprive the consumer of the protection afforded by mandatory provisions of the law of the country of their habitual residence.

This means that a French consumer shopping on Amazon, even if the contract chooses US law, retains protection for mandatory rights such as the 14-day right of withdrawal without reason under the French Consumer Code. When adjudicating specific disputes, courts must engage comparing US law and French law, and select the mandatory rules more favorable to the consumer.

Amazon's cloud computing and e-commerce businesses process vast amounts of personal data. The EU General Data Protection Regulation (GDPR) is notable for its extensive extraterritorial effect.

According to Article 3 of the GDPR, "this Regulation applies to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the Union, regardless of whether the processing takes place in the Union or not."

Consequently, Amazon, even if its primary data processing activities occur in the US, must comply with GDPR's stringent standards for its EU users. This illustrates how public law-oriented regulatory measures in the data protection field are profoundly influencing traditional private international law rules.

The Amazon case study indicates that traditional private international law struggles to cope with digital transnational corporations. The choice of law and

choice of court clauses in its user agreements, while formally adhering to the principle of “party autonomy” may substantively conflict with public policy objectives such as consumer protection and the safeguarding of data sovereignty.

#### **List of sources used**

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