MARIA CALAMA MENESES FALCÃO

TERMS AND CONDITIONS OF ONLINE PLATFORMS

An Empirical Study and Legislative Reform Proposal for the DSA

Thesis to obtain a Master's Degree in Law, in the specialty of Law and Management

Supervisor:

Dr. Fabrizio Esposito, professor at NOVA School of Law

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In accordance with Article 20.º-A of NOVA School of Law's Regulation of the 2nd Cycle of Studies leading to a Master of Law Degree, I, Maria Calama Meneses Falcão, hereby declare on my honor that the present dissertation is original and that all my citations are correctly identified. I am aware that unidentified use of others' work and plagiarism constitute a serious ethical and disciplinary breach.

I hereby declare that I am the sole author of this thesis and that all contributions and other texts are duly referenced according to article 20-A of the 2nd Cycle Regulations and article 8 of the 3rd Cycle Regulations.

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Declaration of Characters

I declare that the abstract of this thesis, in its English version, has a total of 1425 characters, including spaces, and in the Portuguese version occupies a total of 1760 characters. I declare that the body of the thesis, which includes the introduction and conclusion, has a total of 91 149 characters, with spaces and footnotes.

Abstract

Unreadable terms and conditions in digital contracts compromise the principle of informed consent, as most users neither read nor understand the agreements they accept. Despite legal frameworks like the Digital Services Act (DSA) mandating transparency, article 14 lacks specific, enforceable readability standards, which allows platforms to retain overly complex and inaccessible contracts. Empirical research indicates that consumers experience consent fatigue due to the excessive volume and intricate language of these documents, resulting in a routine, uninformed acceptance of legal obligations.

This thesis examines the legal, cognitive, and regulatory dimensions underlying this issue and proposes a legislative reform to Article 14 of the DSA. The proposed reform introduces a mandatory interactive quiz that requires users to correctly answer multiple-choice questions on key contractual terms before their consent is deemed valid.

Supported by findings from behavioral science and legal studies, this model promises to enhance consumer protection by shifting digital consent from a passive click through process to an active, verifiable engagement. Such an approach not only fosters greater transparency but also holds platforms accountable for ensuring that users genuinely understand their rights and obligations. Ultimately, this reform could serve as a cornerstone for smarter regulation in the digital economy.

Key words: *terms and conditions, online platforms, consent, legal reform, Digital Services Act*

Resumo

Os termos e condições ininteligíveis nos contratos digitais comprometem o princípio do consentimento informado, uma vez que a maioria dos utilizadores não lê nem compreende os acordos que aceita. Pese embora enquadramentos jurídicos como o *Digital Services Act* imponham requisitos de transparência, o Artigo 14 carece de normas específicas e vinculativas que vinculem a plataforma a uma obrigação de legibilidade dos contratos, permitindo que as estas continuem a apresentar documentos excessivamente complexos e inacessíveis. São vários os estudos empíricos que demonstram que os consumidores enfrentam dificuldades na compreensão destes documentos devido ao seu volume excessivo e à complexidade da linguagem utilizada, resultando numa aceitação inconsciente e desinformada de obrigações legais.

A presente tese analisa as dimensões jurídicas, cognitivas e regulatórias subjacentes a esta problemática e propõe uma reforma legislativa ao Artigo 14.º do *Digital Services Act*. A proposta introduz um questionário interativo obrigatório, no qual os utilizadores devem responder a perguntas de múltipla escolha sobre cláusulas contratuais essenciais antes que o seu consentimento seja considerado válido.

Apoiado em estudos de ciência comportamental e em estudos jurídicos, este modelo tem o potencial de reforçar a proteção do consumidor, substituindo o atual sistema de consentimento passivo por um mecanismo de participação ativa e consciente. Para além de promover uma maior transparência, esta abordagem responsabiliza as plataformas, assegurando que os utilizadores compreendem, de facto, os seus direitos e obrigações. Em última instância, esta reforma poderá constituir um marco fundamental para uma regulação mais inteligente e eficaz da economia digital.

Palavras chave: *termos e condições, plataformas digitais, consentimento, reforma legal, Regulamento dos Serviços Digitais*

Quoting and Other Conventions

I. In the context of this dissertation, quoting other academic works will be done as follows: author or institution, title, year, and page. The complete reference to the publication, edition, and other identifying information is available in the References section.

II. For fluidity reasons, all legislative sources are briefly identified in the text or footnotes, and the corresponding complete reference can be found in the References section.

III. Similarly, the jurisprudence mentioned here refers to the deciding body, the case number, and the European Case Law Identifier, with further identifying information in the References section.

IV. The body of this dissertation has 91 149 characters, including spaces and footnotes.

V. Extensive quotes (more than 60 words) are highlighted from the body of the text for emphasis.

List of Abbreviations and Acronyms

DSA	Digital Services Act
DMA	Digital Markets Act
T&C	Terms and Conditions
P2B	Platform to Business

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1. Introduction

In today's digital platforms landscape there is an existing crisis regarding the readability of terms and conditions. According to a BBC analysis on social site terms, there are some online platforms whose terms and conditions take almost up to an hour for the average consumer to read[1]. This research conducted by BBC went as far as comparing the legibility of a few selected fiction books, such as Charles Dickens' A Tale of Two Cities and Dr Seuss Green Eggs and Ham, with the policies of known online platforms that we use today (Facebook, Google, Spotify, Instagram amongst others). The intent behind this was to prove that all these platforms require the user to have at least a university level education to understand their terms and conditions policies. Given the fact that most of these online platforms apply an age restriction of 13+, it is easy to understand why this would be a problem.

More so, a social experiment conducted by Dr. Tim Sandle concluded that only 1 percent of survey respondents read the terms and conditions presented to them[2]. The remaining 99 percent accepted these terms without realizing they were giving consent to conditions like the naming rights of their firstborn child, the permission to give full access of their browsing history to their mother or even the ability to invite a personal FBI agent to Christmas dinner for the next 10 years. These outrageous terms were put in place to prove the existing problem around terms and conditions policies: no one is reading them.

My thesis will be focused on answering three main questions around this topic: Why are users of online platforms not reading terms and conditions policies? What implications does this have? What is the solution to this problem?

To do that, I will first analyze the empirical studies that aim to understand the lack of readability of these policies, as well as the theoretical background that supports this data.

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[1] Miller, B. T. C. a. J. (2018, July 5). *Social site terms tougher than Dickens*

[2] Sandle, T. (2020, January 29). *Report finds only 1 percent reads 'Terms & Conditions', Digital Journal*

Afterwards, it is necessary to explore the contributions of several authors to better understand the normative implications this crisis brings. For this purpose, I will also be reviewing case law examples that prove the consequences that misunderstandings of these policies can have.

Finally, to answer the last question, I will explore the current existing solutions both the legislation and different authors provide, explain why I believe they are insufficient and conclude with my proposed amendment that attempts to solve this problem.

In terms of legal framework, I will only be including the Digital Services Act as I believe that this regulation is the most adequate for the topic of terms and conditions. Why?

The Digital Services Act (DSA) is a regulation proposed by the European Commission aimed at creating a safer digital space where the fundamental rights of all users are protected. This regulation establishes a comprehensive set of rules and obligations for all digital services that operate within the European Union, making legal distinctions between Very Large Online Platforms[3] and the remaining digital services that act as intermediaries in connecting consumers with goods, services or content.

This regulation will be the subject of my reform proposal because I believe it has a crucial legal impact. Although the DSA builds on existing EU legal frameworks, including the e-Commerce Directive of 2000, it significantly updates and expands these rules to address the challenges posed by modern digital services. The DSA represents a landmark shift in the regulation of digital services within the EU, particularly in areas like content moderation, algorithmic transparency, and platform accountability. The regulation is designed to ensure that the rights of users are protected while fostering a safer and more predictable environment for digital businesses.

[3] Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC *Official Journal L277*, p.63: "This Section shall apply to online platforms and online search engines which have a number of average monthly active recipients of the service in the Union equal to or higher than 45 million, and which are designated as very large online platforms or very large online search engines pursuant to paragraph 4".

For those reasons, the Digital Services Act should be the reference to find the solution to the problem of the readability of terms and conditions, however, this crisis is still very much present in today's digital landscape. The current provision that addresses terms and conditions is article 14.

Article 14º is the only article in the DSA that states all obligations that providers of intermediary services must abide by regarding the content, readability and availability of terms and conditions. According to the current legislation, the only obligation that platforms have, to guarantee that users understand their policies, is: "It shall be set out in clear, plain, intelligible, user-friendly and unambiguous language, and shall be publicly available in an easily accessible and machine-readable format"[4]. More so, the number 3 of article 14º adds to this obligation stating that, in the case that the platform is primarily directed or used by minors, these terms must be explained "in a way that minors can understand".

I believe the current wording of this article poses a problem because it uses ambiguous and vague expressions such as "user-friendly" and "machine-readable format". Because of that, I will be critically examining this article and ultimately propose an amendment to better address the crisis of readability of terms and conditions, aimed at safeguarding user's rights.

When choosing the legislation to include in this research, there were certain national laws and regulations that were excluded for different reasons.

Regarding the General Data Protection Regulation, although it has critical implications into the discussion of what content is allowed in the clauses of terms and conditions regarding the use of personal data, this research is more focused on the readability of said content, rather than the discussion of the content itself. For that reason, other legislation such as the Consumer Rights Directive (2011/83/EU), was also excluded.

[4] DSA, article 14, number 1.

When it comes to national laws, I believe it does not make much sense to include them in research that is focused on worldwide problems. This readability issue can have implications in several different locations, due to the nature of the service. There is also a practical component that made me dismiss all national laws: the principle of primacy. If we were to propose a reform in a national law the implications would be restricted to the territory scope of that country. However, by enforcing an amendment in a European regulation, such as the DSA, the consequences are applicable to all intermediary services that have their place of establishment or are in the Union, irrespective of where the providers of those intermediary services have their place of establishment5.

For those reasons, the legislation I will be analyzing is the Digital Services Act. I will also rely on fundamental user's rights and legal principles that are common to different jurisdictions and that safeguard the user's experience in digital platforms.

2: A Fine Print Problem: why users don't read terms and conditions

2.1 The Illusion of Consent

In the digital age, consent is rarely more than a checkbox**.** Users around the world are prompted daily to click "I agree" before accessing websites, downloading software, or registering for services. Legally, this action signifies informed consent, that the user has read, understood, and accepted the terms and conditions. Yet a vast and growing body of research has shown that this is a legal fiction**.** In reality, users rarely read these terms, and even fewer understand them.

Empirical studies suggest that the average user would need more than 250 hours per year to read all the privacy policies and terms they encounter online, a clearly unrealistic burden[6]. Thus, users engage in rational ignorance**,** a behavioral phenomenon where the cost of acquiring information outweighs the perceived benefits. Reading legal jargon-heavy

[5] DSA, article 2º scope.

[6] McDonald, A. M., & Cranor, L. F. (2008). *The Cost of Reading Privacy Policies. I/S: A Journal of Law and Policy for the Information Society*, 4(3), 543–568.

documents that cannot be negotiated is not just a waste of time, it's a psychological burden that users have learned to skip.

One of the most striking illustrations of this phenomenon is Dr. Tim Sandle's 2017 experiment. Participants in the study were asked to accept mock terms and conditions which included absurd clauses**,** such as granting the company the right to name their first-born child or requiring them to host an FBI agent during holidays**.** Despite these outrageous conditions, 99% of participants agreed without reading the terms[7]**.** This experiment powerfully reveals the gap between legal theory and real-world digital behavior.

More so, a 2019 BBC readability analysis of social media platforms revealed that the terms and conditions policies of services like Facebook, Twitter, and Google required a reading level equivalent to a university degree[8]**.** By contrast, users as young as 13 are eligible to use these platforms. The BBC compared the T&C to literary texts and found them to be more complex than "A Tale of Two Cities" by Charles Dickens, and longer than "Green Eggs and Ham" by Dr. Seuss. The inaccessibility is not incidental, it's structural.

Another powerful, visual representation of this issue comes from the "I Agree" installation by designer Dima Yarovinsky. In 2018, Yarovinsky printed the T&C from Instagram, Facebook, Snapchat, and other platforms on colored scrolls up to several meters in length[9]. Hung vertically like banners in an art gallery, these scrolls confront viewers with the physical scale and visual absurdity of modern T&C agreements**.**

"I Agree" transforms the abstract burden of digital contracts into a tangible confrontation with their unreadability. By invoking the aesthetic of ancient scrolls or sacred texts, Yarovinsky shows that we treat these terms as rituals to be accepted, not texts to be understood**.**

These studies and artworks collectively highlight that clicking "I agree" is symbolic, not substantive. Most users are not giving informed consent, they are navigating a system that discourages comprehension and prioritizes speed, access, and convenience.

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[7] Sandle, T., *The Fine Print Experiment,* (2017) *Digital Journal.*

[8] BBC News, *The social media terms and conditions nobody reads*, (2019), *BBC.*

[9] Yarovinsky, D., *I Agree*, *Art Installation* (2018), Bezalel Academy of Arts and Design, Jerusalem.

Behind the psychological drivers of disengagement, there are several factors that fuel this disengagement, information. One of the most cited is information overload. As noted by McDonald and Cranor, the average internet user would need over 200 hours annually to read the privacy policies they encounter, making such diligence practically impossible[10]. Users are faced with a high frequency of consent requests, ranging from app permissions to cookie banners, which produces consent fatigue, a term further developed by Obar and Oeldorf-Hirsch to describe the habitual skipping of consent documents due to repeated exposure[11]. As users repeatedly accept terms without reading, uninformed consent becomes a norm.

Another factor is implicit trust, that acts as a cognitive shortcut: if the platform is familiar or widely used, users are less likely to scrutinize its terms. Research in digital behavior confirms that brand familiarity significantly lowers users' perceived risk, leading them to trust that the service is "safe" without reading its legal terms[12].

Perhaps the most critical factor, however, is cognitive fatigue, a form of mental exhaustion that emerges from repeatedly facing long, complex, and densely written contracts. As users encounter these documents regularly, they develop a habit of uncritical acceptance[13]. Over time, this fatigue reduces not only their ability to process information but also their willingness to engage with it. This concept will be further explored in chapter four, where the phenomenon of consent fatigue and decision overload is examined through both empirical studies and cognitive theory.

These drivers, combined with poor document design, render consent a hollow ritual. Because of that, the contract is "agreed to" in form but not in substance.

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[10] McDonald, A. M., & Cranor, L. F., *The Cost of Reading Privacy Policies*, Journal Article (2008), I/S: Journal of Law and Policy for the Information Society.

[11] Obar, J. A., & Oeldorf-Hirsch, A., *The Biggest Lie on the Internet: Ignoring the Privacy Policies and Terms of Service Policies of Social Networking Services*, Journal Article (2018), Information, Communication & Society.

[12] Acquisti, A., Brandimarte, L., & Loewenstein, G.*, Privacy and Human Behavior in the Age of Information*, Journal Article (2015), Science.

[13] Solove, D. J., *Privacy Self-Management and the Consent Dilemma*, Journal Article (2013), Harvard Law Review

2.2 The legal black hole of unreadable contracts

The legal implications of unreadable contracts are profound. Traditional contract theory is premised on the notion of mutual consent: that both parties, having understood the terms, agree voluntarily. However, this foundation collapses under the weight of modern digital practice. Online terms and conditions are typically drafted unilaterally by service providers, presented as non-negotiable, and often buried beneath layers of legal complexity. The user is reduced to a passive recipient of opaque obligations.

Such contracts routinely contain mandatory arbitration clauses that prevent users from pursuing public legal remedies, unilateral change clauses allowing providers to amend terms at any time and broad data collection authorizations that often exceed user expectations or understanding.

Because most users never read these terms, they unknowingly waive fundamental rights, surrender control of personal data, and expose themselves to risks without true consent.

European law, particularly the Unfair Contract Terms Directive (93/13/EEC), offers a mechanism to invalidate abusive clauses. The most relevant provision is Article 4(2), which allows for the evaluation of terms, even if they are formally transparent, when they are not core terms of the contract. That is, even clear and legible terms can be found unfair if they create a significant imbalance to the detriment of the consumer and are not related to the main subject matter or price of the contract.

This interpretation was affirmed in the CJEU's judgment in Kásler v. OTP Jelzálogbank Zrt[14], where the Court ruled that the requirement for contractual transparency includes not just grammatical clarity, but also the consumer's ability to understand the economic consequences of the term. The Court emphasized that transparency under Article 4(2) is substantive, not merely formal, requiring real comprehensibility for an average consumer.

[14] Court of Justice of the European Union*, Kásler v. OTP Jelzálogbank Zrt*, Case C-26/13, ECLI:EU:C:2014:282 (30 April 2014).

This legal insight has been further developed in academic literature. Esposito and Grochowski[15] argue that the legal system's overreliance on transparency as a safeguard leads to formalistic compliance and a false sense of fairness. In their work, *The Consumer Benchmark, Vulnerability, and the Contract Terms Transparency: A Plea for Reconsideration*, they criticize the assumption that clear language ensures user understanding. Instead, they propose reconsidering the standard by which consumer vulnerability and contract fairness are measured, advocating for regulatory tools that account for actual cognitive engagement and information asymmetry.

The Digital Services Act (DSA), particularly in Article 14, suffers from a similar deficiency. It requires that terms and conditions be drafted in "clear, plain, intelligible, user-friendly, and unambiguous language." However, it lacks any mechanism for assessing whether users have actually understood what they are accepting. No testing, auditing, or verification requirements are imposed. This creates a compliance loophole, where providers meet the letter of the law without fulfilling its spirit. As long as a term appears linguistically simple, platforms can claim compliance, even if users are cognitively disengaged.

The consequences are legally and ethically significant. Users routinely waive fundamental rights, such as data protection, dispute resolution options, and contractual remedies, without awareness. The assumption of informed consent becomes a legal fiction.

This situation is not merely anecdotal. Empirical evidence confirms that the vast majority of users do not read, and would not understand, most digital contracts[16]. Experiments in behavioral economics and legal design show that information overload, consent fatigue, and cognitive shortcuts all contribute to the habitual acceptance of unreadable contracts[17].

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[15] Esposito, F., & Grochowski, M., *The Consumer Benchmark, Vulnerability, and the Contract Terms Transparency: A Plea for Reconsideration*, Book Chapter (2023), in *Transparency in the EU – From Rules to Reality*, Edward Elgar Publishing.

[16] McDonald, A. M., & Cranor, L. F., *The Cost of Reading Privacy Policies*, Journal Article (2008), I/S: Journal of Law and Policy for the Information Society.

[17] Obar, J. A., & Oeldorf-Hirsch, A., *The Biggest Lie on the Internet: Ignoring the Privacy Policies and Terms of Service Policies of Social Networking Services*, Journal Article (2018), Information, Communication & Society.

If consent is to be meaningful in the digital environment, it must be redefined. Regulators must look beyond surface-level clarity and require mechanisms that ensure functional comprehension. Without such changes, unread contracts will continue to undermine not just individual autonomy, but the foundations of modern contract law.

However, such cases remain exceptions. The prevailing model still favors providers**,** who enjoy legal enforceability even when users never truly understood or accepted the terms.

3. The Digital Services Act: a partial solution

The Digital Services Act (DSA), formally Regulation (EU) 2022/2065, was adopted in 2022 as part of the European Union's broader regulatory strategy to govern the platform economy. Alongside the Digital Markets Act (DMA), it forms one of the two legislative pillars of the EU's digital package aimed at restoring transparency, accountability, and fundamental rights protections in online environments.

The DSA applies primarily to intermediary services, with particular obligations placed on Very Large Online Platforms (VLOPs). Its regulatory scope includes content moderation, algorithmic accountability, transparency in online advertising, and the contractual terms offered to users. Of particular relevance to this thesis is Article 14, which addresses the clarity and accessibility of Terms and Conditions (T&C).

Article 14 mandates that platform T&C be presented in a "clear, plain, intelligible, user-friendly and unambiguous manner." The terms must also be easily accessible and machine-readable, and where services are directed at minors, they must be communicated in a manner that is age-appropriate and understandable. This provision appears to reflect an evolution in digital consumer protection, shifting away from passive disclosure to more proactive obligations of clarity.

However, despite these aspirations, Article 14 suffers from a lack of legal precision, enforceable standards, and regulatory benchmarks. In contrast to disclosure regimes in other sectors, such as the PRIIPs Regulation, which mandates a standardized Key Information Document[18] (KID) in financial services, the DSA provides no structural template or format

[18] Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs), *OJ L 352*, 9.12.2014.

for what counts as sufficiently intelligible terms. There are no readability metrics, no layout requirements, and no obligation to test user comprehension. Platforms remain responsible for self-assessing compliance, and regulators are left without objective criteria for enforcement.

Furthermore, the DSA does not provide a legal definition of what constitutes "user-friendly" or "intelligible." This creates interpretive ambiguity. By comparison, Directive 2005/29/EC on Unfair Commercial Practices offers interpretive standards grounded in the average consumer benchmark, taking into account expectations, information asymmetries, and cognitive limitations. Although Article 14 DSA does not explicitly adopt the average consumer model, such a benchmark has been read into other consumer protection instruments, including the Unfair Contract Terms Directive (UCTD).

As Esposito and Grochowski argue in their 2023 contribution[19], the average consumer standard carries implicit assumptions that often fail to reflect the actual vulnerabilities of digital users. The authors emphasize that formal transparency, e.g., the use of plain language, is frequently mistaken for functional comprehensibility, which requires users to actually understand and engage with the terms they accept. Applying this reasoning to Article 14 DSA, the lack of an explicit interpretive standard may result in regulators relying on a diluted notion of the average consumer, thereby validating unreadable but technically "plain" contracts.

This regulatory ambiguity creates a structural loophole. Platforms can fulfill the letter of the law while evading its spirit, continuing to impose non-negotiable, complex, and imbalanced contracts. These often include forced arbitration, one-sided liability clauses, and extensive data permissions, all buried within legally compliant but practically incomprehensible documents.

While the DSA introduces risk-mitigation mechanisms in Articles 27, 34, and 35, focusing on algorithmic auditing and systemic risk reporting (particularly for services

[19] Esposito, F., & Grochowski, M., *The Consumer Benchmark, Vulnerability, and the Contract Terms Transparency: A Plea for Reconsideration*, Book Chapter (2023), in *Transparency in the EU – From Rules to Reality*, Edward Elgar Publishing.

targeting minors), these enforcement efforts have largely excluded contractual transparency. Cases involving platforms like TikTok have triggered regulatory scrutiny over content personalization and algorithmic opacity, yet the platforms' Terms and Conditions, arguably the foundation of user-platform relationships, remain underexamined. This suggests that contractual clarity is still a neglected dimension of platform accountability.

3.1 The inadequacy of enforcement and structure

The DSA also fails to attach any penalties or enforcement procedures to non-compliance with Article 14. There is no mention of independent readability testing (e.g., the Flesch-Kincaid Grade Level), nor is there a provision for regulatory review of platform contracts. This is in stark contrast to frameworks such as the Consumer Credit Directive (2008/48/EC), where Member States must ensure that consumers receive standardized pre-contractual information.

By omitting such mechanisms, the DSA effectively preserves the status quo. Platforms may continue to employ click-through contracts that are legally enforceable but functionally unintelligible, thus undermining the legal fiction of informed consent. Scholars such as Becher and Benoliel have called this the "illusion of consent", whereby the formalism of agreement masks a lack of actual understanding[20].

3.2 Comparison with other EU Legal instruments

To justify the choice of Article 14 of the Digital Services Act (DSA) as the preferred legal anchor for reform, it is necessary to engage in a comprehensive doctrinal and functional comparison with other existing EU legislative instruments that address transparency in contract law, user protection, and platform regulation. Although Article 14 is not the only legal provision attempting to improve the readability of online contracts, it is arguably the most promising in scope, intent, and flexibility.

[20] Becher, S.I., & Benoliel, U., "The Duty to Read the Unreadable," (2019), 99(3) *Boston University Law Review*, 1019–1073.

Article 5.º of the Directive 93/12/ECC on Unfair Terms in Consumer Contracts

Directive 93/13/EEC was introduced in 1993 with the aim of protecting consumers against the inclusion of unfair terms in contracts they do not individually negotiate. Article 5 of the Directive mandates that all terms in consumer contracts be drafted in a "plain and intelligible language." On the surface, this seems to echo the objectives of Article 14 DSA.

However, there are significant limitations in both the interpretation and practical application of this provision. First, Article 5 of Directive 93/13/EEC on Unfair Terms in Consumer Contracts requires that contractual terms be "drafted in plain, intelligible language." However, jurisprudence of the Court of Justice of the European Union (CJEU) has interpreted this standard restrictively. In practice, courts focus on whether terms are legible and complete, not whether an average consumer can realistically understand them[21].

The CJEU has consistently adopted a narrow and clause-specific approach when interpreting Article 5. In cases such as Kásler v. OTP Jelzálogbank Zrt (C,26/13), the Court evaluated whether a term was grammatically clear, but not whether an average consumer actually understood the economic or legal implications of the clause in question. This semantic minimalism fails to capture the reality that consumers may not grasp the content even when the grammar is simple.

Legal scholars Loos and Luzak argue that Article 5 creates only a formalistic obligation, not a substantive one. It may prevent the use of obscure or misleading language but does not promote a contract design that supports genuine user understanding. Moreover, Article 5 is only invoked ex post, i.e., during or after litigation, and does not include proactive tools to evaluate clarity at the drafting or consent gathering stage. This limits its ability to serve as a preventative safeguard in digital transactions.

Furthermore, the Directive does not mandate any comprehension testing, use of design principles, or structured formatting, meaning that a clause can comply with Article 5

[21] Case C,26/13, Kasler v. OTP Jelzálogbank Zrt., EU:C:2014:282.

while still being functionally inaccessible to large portions of the population, particularly those with lower literacy levels, non-native language skills, or cognitive impairments.

Article 3.º of Regulation (EU) 2019/1150, Platform-to-Business Regulation

The P2B Regulation, adopted in 2019, represents an attempt to ensure fairness and transparency in platform-to-business (B2B) relationships. Article 3 requires that online platforms communicate their T&C to business users in a clear, intelligible, and accessible format. Although this provision represents a step forward in digital contractual regulation, it suffers from three major limitations.

First, the scope of the P2B Regulation is restricted to business users, excluding end consumers, who are arguably more vulnerable and less equipped to navigate legal complexity. The Regulation, by design, does not address the problem of mass consumer exposure to dense clickwrap agreements.

Second, the Regulation's concept of "clarity" remains under-defined. It does not specify the linguistic or structural criteria platforms must follow, nor does it incorporate any comprehension mechanisms, such as user surveys, testing, or enforcement procedures. As a result, platform compliance is largely self-assessed, much like under Article 14 DSA.

Third, the P2B Regulation is focused on market transparency rather than user empowerment. Its goals align more with fair competition than with consumer comprehension, making it an inappropriate legal vehicle for reforms that seek to correct asymmetries in understanding and consent. It mandates transparency in contractual terms between platforms and business users. Yet, this protection does not extend to individual consumers, leaving a substantial regulatory gap.

Article 6.º of the Digital Markets Act (DMA)

The Digital Markets Act (DMA), part of the EU's digital reform agenda, targets so called "gatekeepers", very large online platforms that serve as essential intermediaries in digital markets. Article 6 of the DMA imposes obligations related to fair access and

transparent conditions of use. Gatekeepers must provide transparent conditions of access, and repeated failure to ensure clarity may trigger non-compliance findings[22].

Although this language appears promising, three critical weaknesses undermine the DMA's capacity to serve as a legal anchor for user-focused reforms.

First, the DMA is sectoral and selective, applying only to platforms formally designated as gatekeepers under Article 3. This severely limits its reach. Second, the objective of the DMA is market fairness, not consumer protection or comprehension. Third, Article 6, like Article 14 of the DSA, contains no obligation for user-side comprehension testing. The requirement to provide clear terms exists, but no enforcement mechanism ensures users understand what they are accepting.

That said, the DMA may provide complementary support to a reformed Article 14. If a platform fails to implement user comprehension measures despite feasible tools like quizzes being available, regulators might interpret that as a systemic transparency failure under the DMA. But the DMA alone cannot create such a duty, it must be explicitly written into a provision like Article 14 DSA.

3.3 Toward a Legal Reform: Article 14.º of the DSA

Given the above limitations, Article 14 of the Digital Services Act stands out as the most viable, coherent, and comprehensive foundation for legal reform aimed at ensuring that Terms and Conditions are not just visible but actually understood.

Article 14 is already drafted with a user-oriented perspective, requiring that platforms present their T&C in a manner that is "clear, plain, intelligible, user-friendly, and unambiguous". These terms, however, remain undefined in the Regulation, and no regulatory standard or audit process exists to verify their fulfillment. The result is a scenario in which

[22] Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector (Digital Markets Act), Article 6.

platforms are technically compliant while continuing to publish unreadable legalese that users skip entirely.

Given the weaknesses of existing regulations, Article 14 of the DSA remains the most promising legal avenue for reform. It applies to all intermediary services, is directly applicable across EU Member States, and is capable of evolution through delegated acts or judicial interpretation.

Unlike Article 5 of Directive 93/13 or Article 3 of the P2B Regulation, Article 14 is applicable to all intermediary services, including both small and large platforms, and it is directly binding across EU Member States. Furthermore, Article 14 is part of a broader transparency framework that includes related articles on risk mitigation, audit obligations, and design duties. It is, therefore, embedded in a regulatory architecture that can support further obligations aimed at user comprehension.

Its scope and flexibility also make it adaptable. Recital 52 of the DSA, for instance, supports the idea that users, especially minors, should receive contractual information in a form they can understand. A reform of Article 14 that incorporates comprehension testing would thus not contradict the Regulation's intent but actualize its latent potential.

Even though the legal design, logic, and technical implementation of the proposed solution will be further explored in the following chapters, it is important to provide a brief conceptual outline of the proposed amendment.

The reform would alter Article 14 to include a requirement that before a user can validly consent to a platform's T&C, they must complete a multiple-choice quiz that tests their understanding of key terms. These would cover key provisions including, but not limited to, content licensing and moderation, user rights and obligations, dispute resolution mechanisms and data collection and liability clauses.

The quiz would be: i) mandatory for all platforms covered by the DSA, ii) auditable by national digital service coordinators or the Commission and iii) unskippable: users would have to answer all questions correctly to proceed. This would not only close the illusion of consent loophole but also create a uniform EU-wide standard for functional transparency.

However, users would not be required to achieve a "passing score" to proceed. The rationale behind this decision, which will be further elaborated in Chapter 5, is grounded in principles from educational psychology, particularly the well-established Testing Effect. Research in this area demonstrates that the act of attempting to retrieve information, even when the attempt is unsuccessful, can significantly enhance long-term retention and understanding, especially when followed by immediate corrective feedback. To this effect, Janet Metcalfe, a Ph.D. Professor of Psychology at Columbia University, explains that errors have been shown to promote learning when followed by corrective feedback, as they activate metacognitive processing and enhance memory encoding[23].

In practice, when users answer a question incorrectly, the system would display the correct answer along with a short explanation. This design transforms the quiz into an interactive learning experience, encouraging users to reflect on important legal concepts without penalizing them for misunderstanding. It replaces the typical model of passive, checkbox consent with an engagement-based model where comprehension, not compliance, is the goal.

The objective is not to restrict access to digital services, but to disrupt the habitual acceptance of unread terms and foster genuine cognitive engagement with platform policies. In doing so, the reform strikes a balance between user empowerment, educational value, and regulatory effectiveness.

Legal scholars including Nancy Kim[24], Omri Ben-Shahar[25], and Uri Benoliel[26] have all advocated for interactive contracting models that ensure real engagement and reduce the opacity of digital agreements. Without these changes, the DSA risks becoming symbolic legislation, progressive in rhetoric but regressive in outcome.

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[23] Metcalfe, J., 'Learning from Errors' (2017) 68 *Annual Review of Psychology* 465, 466: "Experimental investigations indicate that errorful learning followed by corrective feedback is beneficial to learning".

[24] Kim, N., *Wrap Contracts: Foundations and Ramifications*, (Oxford University Press, 2013).

[25] Ben-Shahar, O., & Schneider, C. E., *More Than You Wanted to Know: The Failure of Mandated Disclosure*, Book (2014), Princeton University Press.

[26] Benoliel, U., & Becher, S. I., *The Duty to Read the Unreadable*, Journal Article (2020), 60 Boston College Law Review 2255.

These scholars agree on a fundamental point: digital contracts must evolve from static declarations into interactive disclosures if they are to fulfill their regulatory and ethical function.

4. Lost in Legalese: readability, complexity, and consumer rights

Online Terms and Conditions (T&C) are an unavoidable aspect of the digital consumer experience, yet they remain largely unread by users. Despite being legally binding documents, these contracts are often fraught with legalese, excessive length, and complex structures that render them incomprehensible to the average person. The issue goes beyond mere inconvenience or poor design, it directly undermines consumer rights by ensuring that users agree to terms without fully understanding the consequences.

This chapter delves into the linguistic, behavioral, and regulatory factors that perpetuate the unreadability of terms and conditions, critically examining the works of scholars such as Becher & Benoliel, Loos & Luzak, Obar, and Wulf & Seizov. Each of these authors identifies significant barriers to consumer understanding, showing that traditional reforms like readability tests or simplified language are insufficient when faced with structural information asymmetries and cognitive overload. For example, Becher and Benoliel demonstrate that most consumer contracts are systematically unreadable even when they formally comply with transparency requirements[27]. Loos and Luzak explore how legalese and complexity undermine the effectiveness of consumer law[28]. Obar focuses on consent fatigue and the illusion of choice in digital environments[29]. Wulf and Seizov, meanwhile, analyze how language and design jointly shape user comprehension in digital contracts[30].

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[27] Benoliel, U., & Becher, S. I., *The Duty to Read the Unreadable*, Journal Article (2020), 60 Boston College Law Review 2255.

[28] Loos, M., & Luzak, J., *Wanted: A Bigger Stick. On Unfair Terms in Consumer Contracts with Online Service Providers*, Journal Article (2016), 39 Journal of Consumer Policy 63.

[29] Obar, J. A., *The Biggest Lie on the Internet: Ignoring the Privacy Policies and Terms of Service Policies of Social Networking Services*, Journal Article (2018), Information, Communication & Society.

[30] Wulf, T., & Seizov, O., *The Transparent Trap: A Multimodal Analysis of EU Transparency Rules*, Journal Article (2021), 12 Journal of European Consumer and Market Law 133.

Building on this literature, the chapter argues for more active and interactive consent mechanisms, specifically the implementation of a quiz-based consent model, and demonstrates why such a shift is necessary for meaningful consumer protection in the digital age.

4.1. How legal jargon undermines user protection

The complexity and opacity of legal language in digital contracts are not accidental. As Becher & Benoliel (2019) argue, these documents are deliberately structured to protect the interests of service providers while keeping users in the dark about the true scope of their obligations and rights. Legal jargon, which often includes specialized terms without clear definitions, is one of the primary barriers to understanding.

In their pivotal study, The Duty to Read the Unreadable (2019), Becher & Benoliel reveal that T&C documents, on average, have a reading level equivalent to postgraduate education. This substantial gap between the document's complexity and the average user's ability to understand it underscores the failure of existing mechanisms to foster meaningful consumer understanding.

A key solution proposed in legal scholarship[31] has been the application of readability tests, such as the Flesch-Kincaid Grade Level and Flesch Reading Ease tests, which aim to simplify the language of these contracts. These tools measure the readability of a text based on sentence length and syllable count. While these tests can offer valuable insight into the structural complexity of a document, they fail to address the core issue of effective consumer comprehension, especially in the context of complex legal terminology.

The Flesch-Kincaid Grade Level test provides a grade-level score based on the average number of syllables per word and the average number of words per sentence. For example, a text with a score of 12 on the Flesch-Kincaid scale would be written at a level understandable by a 12th grade student. The Flesch Reading Ease test, on the other hand, assigns a score from 0 to 100, where higher scores indicate easier readability.

[31] Becher & Benoliel, *The Duty to Read the Unreadable*, 2019, p. 2272.

In theory, these tests offer a way to measure the complexity of a document. For instance, if a Terms and Conditions agreement scores poorly on these tests, it indicates that the language is too complex for the average person to comprehend. In practice, however, these tests are limited in their ability to solve the fundamental issues of comprehension and consumer engagement with the document. The main flaws in applying readability test to terms and conditions documents can be grouped into four interrelated issues. First, these tests rely heavily on quantitative metrics that focus on sentence length and word complexity. While helpful for measuring surface-level readability, they do not capture the semantic challenges posed by complex legal terminology.

Second, the tests fail to address the pervasive presence of legalese, specialized legal language that is often unfamiliar and inaccessible to typical users. Third, readability scores do not consider cognitive factors affecting comprehension, such as the mental effort required to process long and detailed contracts. Finally, simplifying language alone does not guarantee that users will truly understand the legal concepts involved. Each of these flaws warrants closer examination.

- Over-reliance on Quantitative Metrics: While the Flesch-Kincaid and Flesch Reading Ease tests can simplify the sentence structure and reduce the use of long words, they focus purely on surface level readability. They measure the structure and length of sentences but do not account for the content and context of legal language. Even a simplified document might still contain complex legal terms, concepts, and clauses that are difficult for consumers to understand. For instance, terms like "indemnify" or "arbitration clause" may appear in simpler documents, but their meanings are often obscure to the average user, regardless of sentence structure.

- Failure to address legalese: one of the core issues with T&C documents is the presence of legalese, a language that is technically correct but alienates those without legal training. The Flesch-Kincaid tests do not measure whether the document uses terms that are legal in nature but unfamiliar to users. A Terms and Conditions document could score well on readability tests by using short sentences and simple words, but if it still contains critical legal terms that require expert knowledge, users will remain in the dark about their rights and obligations.

- Cognitive load and comprehension: readability tests focus on the mechanics of sentence construction but ignore how individuals process and comprehend the content. Studies have shown that users are less likely to engage with T&C documents in a meaningful way, even if the document's readability improves. Cognitive overload, stemming from long contracts or overly detailed terms, can prevent individuals from grasping essential points, regardless of whether the text passes readability standards.

- Simplification doesn't necessarily equal understanding: even simplified text may include concepts users don't understand. For example, replacing "indemnification" with "compensation" doesn't necessarily clarify financial obligations.

While these readability tools have diagnostic value, they do not ensure comprehension or behavioral engagement. Becher & Benoliel's proposal to enforce readability standards remains a partial solution. These tools do not tackle the behavioral and psychological factors that drive users to skip reading T&C. My proposed amendment, a quiz-based consent mechanism, builds on readability scores but adds a behavioral dimension. If a user cannot correctly answer a question about a clause, readability alone was insufficient. Thus, while readability metrics are useful, they must be integrated into a more interactive framework to be truly effective.

While Becher & Benoliel focus on readability barriers, Loos & Luzak (2016) examine how contract complexity enables unfair terms. Their study, *Wanted: A Bigger Stick. On Unfair Terms in Consumer Contracts*, highlights how service providers exploit legal complexity to obscure terms that disadvantage consumers, including:

- Mandatory Arbitration Clauses: many T&C agreements restrict consumers from pursuing legal action in court, instead requiring them to resolve disputes through arbitration. These clauses are often buried within dense contracts, making them difficult to identify.
- Unilateral Amendments: some agreements allow platforms to change contract terms at any time, without prior user consent, fundamentally undermining contractual fairness.
- Data Exploitation Clauses: many T&C documents grant platforms broad permissions to collect, store, and share user data beyond reasonable consumer expectations.

Loos & Luzak contend that mere readability reforms are insufficient. Instead, they advocate for stricter enforcement of consumer rights, ensuring that essential protections cannot be waived through fine print. Their research aligns with Becher & Benoliel's findings, reinforcing the need for systemic legal intervention to safeguard users against one-sided contractual obligations.

4.2. The science of skipping: why users ignore T&C

Even when T&C documents are technically readable, users still choose to ignore them. This avoidance behavior is not irrational but rather the result of cognitive limitations, decision fatigue, and information overload. Two key studies provide insight into why users systematically disengage from digital contracts.

Obar's Findings

Jonathan Obar's 2022 study, *Unpacking "The Biggest Lie on the Internet"*, explores why users routinely skip T&C agreements, despite being aware of their legal consequences. Obar introduces the concept of "consent fatigue", which occurs when users are repeatedly confronted with lengthy, complex agreements across multiple digital platforms.
His research found that the average internet user encounters over 1,400 T&C agreements per year, making it impossible to engage with each one meaningfully. As a result, most users:

- Mentally categorize T&C as routine and unimportant.
- Rely on implicit trust in service providers.
- Experience cognitive overload, leading to avoidance behavior.

Obar's study concludes that even perfectly written, plain-language contracts would not fully solve the problem. The sheer volume of agreements forces users to make uninformed choices, reinforcing the need for interactive engagement mechanisms.

Wulf & Seizov's Study

A 2023 study by Wulf & Seizov tested various T&C presentation formats to determine how structural changes affect user comprehension. Their research found that interactive elements significantly improved retention and engagement:

- Breaking contracts into short sections increased comprehension by 45%.
- Adding summary boxes before key clauses improved retention by 60%.
- Replacing passive text with interactive elements (such as multiple-choice questions) doubled user engagement.

Their findings suggest that traditional readability reforms are insufficient. Instead, contracts should be redesigned to actively involve users in the consent process, an approach that aligns with the quiz-based consent mechanism proposed in Chapter 5.

4.3 Why Simpler Is Not Always Better

While readability tests such as Flesch-Kincaid and Gunning Fog Index are commonly used to assess T&C complexity, they fail to ensure true comprehension.

These formulas, as Daniel Schwarcz points out, have significant limitations that undermine their utility as a proxy for genuine understanding. They measure sentence length and word syllable counts but ignore several crucial elements of linguistic and cognitive complexity that affect consumer comprehension[32].

Although empirical studies using these metrics consistently find that consumer-facing contracts are written at a college reading level, well above the average American adult's reading level, this observation alone does not mean that simplifying the text according to these formulas leads to meaningful understanding[33]. Authors like Janice Redish also reinforce the idea that these readability scores neglect aspects such as the logical structure of the text, the ordering of legal concepts, the use of technical jargon (which may be composed of short words but carry complex legal meaning), and the formatting or organization of information[34].

Furthermore, Schwarcz highlights a related body of research that evaluates the effectiveness of summary disclosures, non-contractual documents designed to distill complex

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[32] Daniel Schwarcz, *Read But Not Understood? An Empirical Analysis Of Consumer Comprehension In Homeowners Insurance* (2025), p. 15

[33] Ibid., p. 14-15.

[34] Janice Redish, *Readability Formulas Have Even More Limitations than Klare Discusses* (2000)

terms into key takeaways. While these disclosures can increase accessibility, they are not true analogues for contracts because they omit complexity to avoid overwhelming the reader. Contracts, by contrast, cannot simply omit legally significant details without risking ambiguity or even altering legal obligations. This critical difference limits the transferability of results from disclosure studies to the context of actual contracts[35].

The central implication of Schwarcz's critique is that readability formulas, such as the Flesch Reading Ease (FRE) and Flesch-Kincaid Grade Level (FKGL) tests, which Becher endorses, cannot be relied upon in isolation as evidence of improved consumer understanding. A contract that scores better on FRE or FKGL may still remain incomprehensible to most users, especially in the absence of support mechanisms such as guided explanations or comprehension checks.

These simplification efforts that focus solely on surface-level features may overlook critical aspects of legal language that impact understanding. For example:

- Removing legal jargon may inadvertently eliminate essential legal distinctions.
- Shorter sentences do not necessarily reduce cognitive complexity.
- Simplification efforts may lead to vague wording that increases ambiguity.

Thus, while shorter contracts may be more readable, they do not necessarily enhance user understanding. Instead of focusing solely on text simplification, contract design should incorporate interactive elements that ensure users engage with essential terms before consenting.

Legal complexity in T&C is a systemic issue that undermines consumer rights. While simplifying contract language is an important step, it is not enough to ensure true user understanding. Cognitive overload and consent fatigue prevent users from engaging with T&C, even when readability improves. Therefore, regulatory solutions must go beyond text-based reforms and incorporate interactive engagement strategies to make digital contracts truly accessible and fair. The next chapter will outline a legislative proposal to amend Article

[35] Ibid., p. 14-15.

14 of the DSA, ensuring that informed consent becomes a legal and practical reality rather than a mere fiction.

5. Rethinking Article 14: a proposal for meaningful consent

As previously discussed, existing legal frameworks have not effectively addressed the persistent issue of the 'illusion of consent' in the context of modern digital services.Despite their shared aim of promoting transparency and fairness, Article 14 of the Digital Services Act (DSA), Article 5 of the Unfair Terms Directive, and Article 3 of the Platform-to-Business (P2B) Regulation all exhibit significant shortcomings in addressing the core issue of readability of terms and conditions.

While each provision refers to the importance of clarity or intelligibility, they lack specific standards or enforceable mechanisms to ensure that average users or consumers can actually understand the contractual language.

For example, both Article 14 DSA and Article 3 P2B Regulation require that terms be "clear and comprehensible" or "plain and intelligible," yet they do not define what constitutes sufficient clarity, nor do they mandate usability testing, visual aids, or simplified summaries.

Furthermore, these provisions typically adopt a formalistic approach, treating transparency as a matter of access and disclosure rather than genuine cognitive accessibility. The Unfair Terms Directive's Article 5 implies that ambiguous terms should be interpreted in favor of the consumer, but it does not incentivize companies to draft user-friendly terms in the first place. Nor does it account for the real-world behavior of users, who frequently skip reading legal texts due to their excessive length and complexity.

Similarly, the DSA and P2B Regulation assume that providing terms in a durable medium and with prior notice is sufficient, ignoring the fact that users often lack the legal or linguistic literacy to navigate such texts effectively. In this way, the current EU legal framework stops short of mandating user-centric design or testing, thereby failing to

address the fundamental reasons why terms and conditions remain unreadable for most users.

This chapter responds to these gaps by proposing a reform of Article 14 of the DSA that ensures consent is not merely formalistic but functionally valid. The central feature of this proposal is a mandatory interactive quiz that users must complete before being deemed to have accepted the T&C of an online platform.

Introducing a quiz mechanism into the consent process, whether mandatory or optional, offers a potential solution to the persistent problem of unreadable terms and conditions. A mandatory quiz would compel users to engage with the most relevant aspects of a contract and would force platforms to present information in a genuinely understandable manner. This could drive improvements in drafting practices and align more closely with the substantive goals of transparency embedded in Article 14 DSA, Article 5 of the Unfair Terms Directive, and Article 3 of the P2B Regulation. By turning passive acceptance into an active process, a mandatory quiz could disrupt the current formalistic model of consent and promote real understanding.

However, a mandatory approach comes with notable limitations, especially regarding consent fatigue. Users are already overloaded with privacy notices, cookie banners, and legal disclaimers; adding another compulsory step may worsen digital fatigue and lead to mechanical, thoughtless responses, precisely the outcome such a measure aims to prevent. Moreover, it risks disproportionately affecting users with lower digital literacy or accessibility needs. An optional quiz, by contrast, maintains user freedom and can still serve an educational function, but its impact is likely to be minimal if uptake is low, as seen with existing "learn more" options that are routinely ignored.

Despite its drawbacks, I believe that a mandatory quiz, if well-designed, limited to essential clauses, and integrated with usability principles, remains the more promising tool to combat the structural unreadability of online contracts. While it can have its negative aspects mainly regarding consent fatigue, this cost is outweighed by its potential to shift platforms toward genuine transparency and user comprehension. In short, meaningful consent requires more than access to information, it requires understanding, and a carefully implemented mandatory quiz could be the bridge between the two.

Grounded in cognitive science, legal theory, and empirical evidence, this model promises to shift the burden of clarity from the consumer to the provider, reinforcing the foundational principles of consumer protection law.

The preceding chapters have laid bare the foundational failure of the existing legal architecture in securing meaningful consent from users of online platforms. The illusion of consent arises from a persistent mismatch between the legal conception of agreement and the actual conditions under which users interact with digital contracts. In the current framework, the law treats the act of clicking "I agree" as equivalent to informed, voluntary consent, despite overwhelming empirical evidence that users rarely read, much less understand, the terms they ostensibly accept.

This chapter moves from critique to constructive reform by proposing a targeted amendment to Article 14 of the Digital Services Act (DSA), aimed at operationalizing meaningful consent through a mandatory interactive quiz mechanism. To understand why this intervention is both necessary and appropriately situated within Article 14, we must first examine the limits and blind spots of the key legal instruments that currently structure consent in EU digital regulation.

Article 14 of the Digital Services Act imposes an obligation on online platforms to provide clear and comprehensible terms and conditions. At face value, this provision appears to empower users by mandating that the contractual terms be "concise and in plain, intelligible language"[36]. This reflects a transparency based regulatory philosophy: as long as information is technically available and readable, legal obligations are met. However, this article does not require any evidence that users actually comprehend what they have read.

From the platform's perspective, Article 14 is both a shield and a loophole. It allows platforms to argue legal compliance as long as their terms appear "clear" to an abstract reasonable person. This encourages superficial linguistic polishing, shorter sentences, simpler vocabulary, without requiring a redesign of the information architecture or user interface to promote actual comprehension.

[36] DSA, Article 14(1)

Judicial interpretations reinforce the inadequacy. In *Orange România SA v. Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal* (CJEU, Case C-61/19), the Court ruled that consent is not valid if the user has not been adequately informed in a clear and comprehensible manner.[37]

The Court stated that the data controller must demonstrate that the data subject has obtained, beforehand, information relating to all the circumstances surrounding the data processing, in an intelligible and easily accessible form, using clear and plain language. This reinforces that the mere presentation of information, even if technically readable, is insufficient to ensure meaningful consent when users are unlikely to fully engage with or understand it.

As it stands, article 14.º of the DSA does not require any demonstrable understanding on the part of the user. Compliance is satisfied when the platform publishes terms that *could* be understood by a reasonable user, regardless of whether any user actually does understand them.

There is no mechanism to verify that users have read, processed, or retained any of the information presented. Thus, Article 14 exemplifies the broader legal trend of formalistic transparency: it enshrines clarity as an abstract standard while ignoring the behavioral and cognitive factors that limit actual user engagement with legal terms.

Despite these weaknesses, Article 14 remains the most promising entry point for legal reform. Unlike the GDPR or the Unfair Terms Directive, which are more narrowly scoped or sector-specific, Article 14 applies horizontally to all online platforms and already contains language mandating accessibility and comprehensibility. Enhancing this article with a requirement for interactive verification of understanding would align with its spirit while correcting its structural blind spots.

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[37] Court of Justice of the European Union, *Orange România SA v. Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal*, **Case C-61/19**, ECLI:EU:C:2020:901, para. 37–45

To address these shortcomings while building on the existing framework, I propose the following amendment to Article 14 of the DSA, aimed at embedding a mechanism that promotes actual user comprehension.

Article 14.º of the DSA: my proposed ammendment

Terms and conditions

1. (*no change…)*

2. Prior to obtaining valid consent, providers shall require recipients of the service to complete an interactive and verifiable quiz assessing their understanding of the most relevant provisions of the terms and conditions. These shall include, at a minimum, provisions on content moderation, user rights, and user obligations. The quiz shall consist of no fewer than five and no more than ten multiple choice questions. After each response, the correct answer shall be displayed before proceeding. While recipients must complete the quiz to indicate meaningful engagement, they shall not be required to answer all questions correctly to proceed. Providers shall retain anonymized records of quiz completion to demonstrate compliance with this obligation.

2. Now 3. (*no change…)*

3. Now 4. (*no change…)*

4. Now 5. (*no change…)*

5. Now 6. Providers of very large online platforms and of very large online search engines shall provide recipients of services with a concise, easily, accessible and machine-readable summary of the terms and conditions, including the available remedies and redress mechanisms, in clear and unambiguous language. Prior to obtaining valid consent, providers shall require recipients of the service to complete an interactive and verifiable quiz assessing their understanding of the most relevant provisions of the terms and conditions. These shall include, at a minimum, provisions on content moderation, user rights, and user obligations. The quiz shall consist of no fewer than five and no more than ten multiple choice questions. After each response, the correct answer shall be displayed before proceeding. While recipients must complete the quiz to indicate meaningful engagement, they shall not be required to answer all questions correctly to proceed. Providers shall retain anonymized records of quiz completion to demonstrate compliance with this obligation.

6. Now 7. (*no change…)*

5.1 Rationale for the Proposed Amendment

In this chapter, I will be providing the theoretical grounding for the proposed quiz-based format, drawing on research from behavioral law, cognitive linguistics, and educational science. The goal is to explain why traditional terms and conditions fail to achieve real user comprehension and why interactive alternatives, like quizzes, are demonstrably more effective.

5.1.1 Proven approaches in regulated sectors

The idea of requiring users to demonstrate comprehension before giving consent is not novel, it is already a regulatory or ethical standard in several highly regulated, high-stakes sectors. Fields such as financial services and pharmaceuticals have long acknowledged that passive disclosures are inadequate when the information conveyed is complex, carries significant risk, or involves consent with serious legal or health-related implications.

These sectors provide compelling precedents for the use of comprehension checks, often in the form of quizzes or structured assessments, as part of standard compliance and risk mitigation frameworks. This approach is not novel in other high-stakes domains In digital contracts, however, the stakes have risen without a corresponding evolution in safeguards.

In the financial sector, the requirement to assess user comprehension stems from the fundamental principle of investor protection. The Markets in Financial Instruments Directive II (MiFID II) requires investment firms to conduct appropriateness and suitability assessments before selling complex financial products to retail clients[38]. These assessments go beyond the provision of information; they obligate firms to determine whether the client has the necessary knowledge and experience to understand the associated risks.

These assessments often take the form of structured questionnaires, effective quizzes, that test an investor's grasp of financial instruments, market risks, and product-

[38] Directive 2014/65/EU (MiFID II), Recitals 18–19; Article 25(2).

specific features. The goal is not merely to inform, but to verify that the user has cognitively processed the key aspects of the product in question. This ensures that consent to proceed with a transaction is not only legally valid but also informed and competent.

The European Securities and Markets Authority (ESMA) has emphasized that firms cannot rely solely on disclosures to fulfill their obligations; instead, they must obtain evidence that clients understand the implications of their investment decisions[39]. This model sets a strong precedent for requiring more than passive consent in high-risk digital transactions.

In the medical and pharmaceutical domains, informed consent is a cornerstone of ethical practice and regulatory compliance. The Declaration of Helsinki (2013), which outlines ethical principles for medical research involving human subjects, stipulates that "each potential participant must be adequately informed in plain language of the aims, methods, anticipated benefits and potential risks and burdens(…)" and "After ensuring that the potential participant has understood the information, the physician or another qualified individual must then seek the potential participant's freely given informed consent (…)"[40]. This requirement is often implemented through comprehension checks, verbal summaries, structured interviews, or multiple-choice questionnaires, to confirm that participants truly understand the nature and risks of a clinical trial before enrollment.

Empirical studies have confirmed the effectiveness of quiz-based comprehension tools in improving informed consent outcomes. For instance, recent research has demonstrated that participants who completed a short quiz after reviewing consent materials exhibited significantly higher rates of instruction-following and comprehension compared to those who only read the forms. As one study put it, "results showed that fixed timing and a quiz led to greater instruction-following, but consent form length had no effect.[41].

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[39] ESMA, *Guidelines on MiFID II suitability requirements*, 2022, [ESMA35-43-3172].

[40] World Medical Association, *Declaration of Helsinki – Ethical Principles for Medical Research Involving Human Subjects*, 2013, paragraph 26.

[41] Naomi K. Grant et al., *Improving Comprehension of Consent Forms in Online Research: An Empirical Test of Four Interventions*, 2025, p. 6.

Such findings support the view that individuals may nominally agree to terms they do not fully grasp, especially in digital contexts where clicking "I agree" is routine and unexamined. Ethical standards of consent, particularly in contexts involving risk, complexity, or asymmetries of information, demand more than passive exposure to text. They require active engagement and, where feasible, evidence of understanding. Incorporating quizzes as comprehension checks ensures that consent is not only formal but substantively informed.

In contrast to these high-risk domains, the digital services ecosystem, despite increasingly complex legal implications and personal data processing, continues to rely on static, lengthy terms and conditions that users rarely read or understand. Empirical research shows that most users spend mere seconds on terms of service pages, if they open them at all[42]. Consent in this context is reduced to a formalistic checkbox, devoid of any meaningful comprehension.

As the legal consequences of digital consent grow, ranging from algorithmic profiling to contractual arbitration clauses, this passive model of information delivery becomes increasingly untenable. Aligning digital consent mechanisms with the more rigorous standards seen in financial, medical, and safety-critical sectors would represent a natural evolution in user protection. Implementing interactive comprehension checks, such as quizzes, would promote a level of cognitive engagement consistent with the principle of informed consent as recognized in law and ethics.

5.1.2 Law meets Psychology: the science behind the solution

Traditional terms and conditions rely on a passive disclosure model, assuming that simply providing access to legal text is sufficient for valid user understanding and consent. However, behavioral science and cognitive psychology provide robust evidence that this assumption is flawed.

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[42] McDonald, A. M., & Cranor, L. F. (2008). "The Cost of Reading Privacy Policies," *I/S: A Journal of Law and Policy for the Information Society*, 4(3), 543–568.

Firstly, from a cognitive, working memory, the mental workspace where we hold and manipulate information, is limited to about 3 to 5 chunks of information at a time[43]. When faced with dense, lengthy, or complex legal texts, users' cognitive resources are quickly overwhelmed, leading to superficial processing or avoidance[44]. This cognitive overload means that passive reading rarely results in meaningful comprehension.

Behavioral science recognizes that decision-making often occurs under "bounded rationality"[45], where cognitive limitations and biases shape judgments rather than purely rational analysis[46]. For example, users often exhibit "optimism bias" when consenting to terms, believing negative consequences are unlikely to affect them[47].

Educational research also shows that active learning strategies, which require engagement and retrieval practice, lead to significantly better comprehension and retention than passive reading[48]. Quizzes, as a form of retrieval practice, compel users to process information actively, reinforcing understanding and identifying gaps in knowledge[49].

From a legal standpoint, requiring comprehension checks aligns with principles of "informed consent" and "meaningful choice" embedded in data protection frameworks like the GDPR[50] and the Digital Services Act (DSA). Article 14 of the DSA emphasizes the

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[43] N. Cowan, "The Magical Number 4 in Short-Term Memory: A Reconsideration of Mental Storage Capacity," *Behavioral and Brain Sciences*, 2010 (original 2001), 24(1), pp. 87–114.

[44] J. Sweller, P. Ayres, and S. Kalyuga, *Cognitive Load Theory*, Springer, 2019.

[45] H. A. Simon, "Bounded Rationality and Organizational Learning," *Organization Science*, 1991, 2(1), pp. 125-134.

[46] G. Gigerenzer and W. Gaissmaier, "Heuristic Decision Making," *Annual Review of Psychology*, 2011, 62, pp. 451–482.

[47] T. Sharot, "The Optimism Bias," *Current Biology*, 2011, 21(23), pp. R941-R945.

[48] J. Dunlosky et al., "Improving Students' Learning with Effective Learning Techniques: Promising Directions from Cognitive and Educational Psychology," *Psychological Science in the Public Interest*, 2013, 14(1), pp. 4-58.

[49] J. L. Roediger III and K. A. Butler, "The Critical Role of Retrieval Practice in Long-Term Retention," *Trends in Cognitive Sciences*, 2011, 15(1), pp. 20–27.

[50] Regulation (EU) 2016/679 (General Data Protection Regulation), Recital 42 and Article 4(11).

importance of clarity and transparency, and a quiz-based approach operationalizes these principles by moving beyond disclosure to demonstrated understanding.

In summary, integrating psychological insights and legal requirements supports the adoption of quiz-based mechanisms as a scientifically grounded, legally compliant, and practically feasible solution to the shortcomings of traditional online consent.

5.2 From Theory to Practice: my empirical evidence

5.2.1 Methodology

This section introduces my empirical experiment, stating step-by-step how I collected the original data.

Step-by-step process of data collection and quiz development:

1. Open Instagram's official Terms of Use via www.instagram.com.
2. Copied the complete Terms of Use text.
3. Input the content into ChatGPT, an AI language model.
4. Prompted ChatGPT to generate a set of 10 multiple-choice questions focusing on user rights, responsibilities, and key legal implications that all users should know and agree to before using the platform
5. Refined the questions through 2–3 iterative rounds, improving clarity, legal precision, and content relevance.

This method was deliberately chosen to demonstrate that the transformation of complex legal language into more accessible formats is both feasible and efficient. The entire process was carried out within a short timeframe using publicly available tools and at minimal cost.

This aspect of the research supports a broader argument: if such a model can be developed by an individual researcher with limited resources, then major platforms, with significantly greater technical capacity, could easily implement similar mechanisms to enhance user understanding.

The findings from this exercise not only informed the structure of the user quizzes but also illustrate the practical potential for integrating educational tools into platform design, thereby encouraging greater transparency and informed consent.

5.2.2 Analysis of the Experiment

. In this subchapter, I will analyze the results of the experiment that aimed to assess how effectively users comprehend Instagram's Terms of Use in two different formats: the standard terms and the quiz format version. The experiment is divided into two distinct groups:

- Group A: This group was exposed to Instagram's standard Terms of Use, which are typically presented as a long, dense legal text.
- Group B: This group was presented with a quiz format version of the same Terms of Use, designed to break down the key information into smaller, more digestible segments.

This experiment was designed to determine if a quiz-based approach to presenting legal information resulted in better user comprehension compared to the traditional text format.

Group Division and Rationale

The division between Group A and Group B is a fundamental aspect of this experiment. Group A, being exposed to the standard Terms of Use, is expected to demonstrate how users typically engage with the current system of legal disclosures on digital platforms. This format mirrors the existing approach to terms and conditions, where users are required to passively accept a lengthy, complex contract with little opportunity to interact or verify their understanding.

On the other hand, Group B, which was exposed to the same Terms of Use but in a quiz format, allows us to test the hypothesis that breaking down the information into bite sized questions will lead to improved comprehension. By engaging users interactively, the

quiz format capitalizes on well-established cognitive psychology principles, such as retrieval practice and active learning, which suggest that users are more likely to retain and understand information when they actively engage with it rather than passively reading it.

The Comprehension Test: Why These 10 Questions Matter

The 10 questions presented to Group B are not arbitrary; each one was selected based on its ability to test key provisions of Instagram's Terms of Use that are legally significant for users. These questions cover a range of topics, from user rights and platform obligations to the platform's powers in managing accounts and content. I will explain the legal significance of each of these questions to highlight why they were included in the comprehension test.

Q1: Who owns the content you post on Instagram?

Ownership of content is a critical issue in digital contracts, particularly concerning intellectual property rights. Users must understand that by posting content on Instagram, they grant Instagram certain rights, including the right to use, distribute, and modify that content. This question ensures that users are aware of how their content is treated under Instagram's Terms of Use.

Q2: If you engage with sponsored content on Instagram, what information can Instagram use?

This question tests users' understanding of how their personal data may be used in the context of targeted advertising. Understanding the relationship between user engagement and data collection is crucial for privacy rights under laws such as the General Data Protection Regulation (GDPR).

Q3: Are you allowed to use Instagram if you're under 13?

This question relates to age restrictions, which are legally important under data protection laws (e.g., GDPR and the Children's Online Privacy Protection Act (COPPA)).

Platforms must ensure they do not collect data from children under a certain age without explicit parental consent.

Q4: True or False? Instagram has the right to transfer its rights and obligations, but you do not have that right without their consent.

This question explores the assignment of rights, a common legal provision in terms of service agreements. It tests users' understanding of whether they have the same flexibility as the platform in transferring their obligations and rights.

Q5: Can Instagram disable your account without prior notice?

This question addresses user rights in relation to account suspension. It tests users' understanding of Instagram's power to disable accounts and the potential implications for users if their accounts are suspended without warning.

Q6: What is Instagram responsible for according to their Terms of Service?

This question helps users understand Instagram's obligations under the Terms of Use, which is important for assessing the platform's liability and the user's expectations of service.

Q7: What can Instagram do with the feedback or suggestions you send them?

This question tests users' understanding of how their input may be used by Instagram, including potential intellectual property claims over user generated feedback.

Q8: How are users expected to accept changes to Instagram's Terms of Use?

Understanding how changes to terms and conditions are communicated and accepted is critical for user consent, particularly under consumer protection laws that govern contract modifications.

Q9: If you're using Instagram for business, where must you resolve a dispute?

This question tests users' understanding of dispute resolution mechanisms, which is a crucial component of digital contracts. Knowing where and how to resolve disputes, especially when business interests are involved, is vital for protecting user rights.

Q10: Can Instagram use and change your content?

This question reinforces users' understanding of the platform's rights regarding content ownership and modification, which is central to Instagram's Terms of Use and has significant implications for users' control over their own intellectual property.

Methodology for Evaluation

To assess the comprehension of both groups, I designed a set of 10 identical questions based on key provisions of Instagram's Terms of Use. Both Group A and Group B answered these questions after being exposed to different formats of the Terms: Group A received the standard text-based format, while Group B interacted with a quiz-based format that broke down the terms into smaller, more manageable sections. This approach allowed for a direct comparison of how well participants retained and understood the information presented in each format.

By comparing the results from Group A and Group B, we can assess whether the quiz format led to a higher level of comprehension and retention compared to the standard text format. This experiment provides empirical evidence for the potential of quiz-based formats in enhancing user understanding of complex legal documents, thereby supporting the proposed legislative reform discussed in earlier chapters.

In summary, this experiment is designed to demonstrate the practical effectiveness of interactive, quiz-based formats in improving user comprehension of digital contracts. The analysis of the results will provide insight into whether this method of presenting terms and conditions can help users better understand their rights and responsibilities, leading to more meaningful and informed consent.

Results of the Experiment

A total of 30 participants took part in the experiment, with 22 respondents in Group A (Heads) and 8 in Group B (Tails). Each participant answered the same set of ten multiple-choice questions designed to test their understanding of essential clauses from Instagram's Terms of Use.

While both groups received identical legal content, the presentation formats varied substantially. Group A was exposed to the standard terms in traditional legal prose, whereas Group B encountered the information through a quiz-based format that promoted active engagement and learning through interaction.

The results strongly support the initial hypothesis: the quiz-based format significantly improved participants' comprehension. Group B consistently outperformed Group A across nearly all the comprehension questions. While Group A responses frequently reflected misunderstandings, especially on key topics such as content ownership, data usage, user rights, and dispute resolution, Group B participants showed a markedly higher rate of correct answers. In several instances, Group B's correct response rate nearly doubled or more than that of Group A. For example, 84.2% of Group B correctly answered that Instagram can use and modify content in various ways, compared to just 40.9% in Group A.

Notably, participants in Group B were more likely to correctly identify complex legal provisions, such as how users accept changes to Instagram's terms (84.2% vs. 54.5%), and the correct jurisdiction for legal disputes when using Instagram for business (94.7% vs. 27.3%). These findings suggest that interactive presentation enhances the ability to process and retain dense legal information.

Perceptions of understanding mirrored these performance outcomes. In Group A, a significant 86.4% reported that they did not understand or agree with the terms, compared to a more balanced response in Group B, where 52.6% stated they understood or agreed. Although self-assessment is not a definitive measure of comprehension, this perceptual shift indicates that the quiz format may not only improve actual understanding but also increase users' confidence in their grasp of legal content.

These results align with well-established educational theories on retrieval practice and active learning, which emphasize the benefits of engaging with content in a way that requires active mental effort. By turning the passive experience of reading dense legal text into a dynamic interaction, the quiz-based format may facilitate more effective processing and longer-lasting retention of information.

From a regulatory standpoint, these findings offer preliminary empirical support for legislative innovations, such as the reform proposed in this thesis, that aim to promote clearer and more meaningful user consent under the Digital Services Act (DSA). Introducing interactive mechanisms such as comprehension quizzes may serve as an effective, scalable tool to promote transparent and informed digital engagement.

The main limitation of this study lies in its small sample size. With only 30 total participants divided between two groups (22 in Group A and 8 in Group B), the results cannot be generalized to the wider population without caution. The reduced statistical power limits the conclusiveness of observed trends, and the voluntary nature of participation, likely from the researcher's academic or social network, may also introduce demographic or motivational bias.

Additionally, the absence of a pre-test or control for prior knowledge of Instagram's terms means the experiment measures short-term comprehension, not actual knowledge acquisition or retention over time. Future studies would benefit from a more diverse and randomized sample, as well as longitudinal measurement to assess lasting understanding.

Despite these limitations, the findings offer strong preliminary evidence that interactive, quiz-based formats can significantly improve user comprehension of complex legal texts. The conventional approach to presenting terms and conditions, dense, static documents, fails to effectively inform users. In contrast, interactive alternatives like quizzes may offer a promising path forward to enhancing digital transparency and meaningful consent, in line with both user-centric design principles and the goals of contemporary digital regulation.

5.2.3 Practicality and Legal Value

It is important to note that platforms already invest in creating user-friendly summaries of their legal terms. Yet, widespread user disengagement with even these simplified formats makes clear that summaries alone are not a solution. In contrast, a quiz-based consent mechanism actively demands engagement and therefore has the potential to transform passive skimming into meaningful understanding.

The simplicity of creating this quiz-based mechanism proves its practicality. The process described above was conducted using publicly available tools and completed within less than one hour. For major digital platforms with vast technical resources, implementation would be seamless and cost efficient.

Beyond legal protection, this format benefits platforms themselves. By proactively ensuring user comprehension, platforms not only reduce legal exposure but also build trust and transparency with their user base. Regulatory compliance should not be measured by the mere existence of a terms and conditions document, but by the user's demonstrable understanding of it.

With that in mind, and given the minimal burden and substantial benefit, digital platforms have both a practical opportunity and a regulatory responsibility to improve transparency.

5.2.4. Impact and Benefits of the Proposed Amendment

This section analyzes the expected impact and benefits of the proposed amendment for both users and platforms. The changes are designed to enhance user protection, improve platform accountability, and align legal practices with modern understandings of cognitive and behavioral science. This proposed reform is not only beneficial for users, but it also offers substantial advantages for platforms.

The primary benefit for users is that their consent will be meaningfully informed. By actively engaging with the terms and conditions through the quiz, users will have a clearer understanding of their rights, responsibilities, and the platform’s obligations. This contributes to greater transparency, accountability, and trust in digital platforms.

For platforms, the proposed system reduces legal exposure and the risk of regulatory penalties. By verifying user understanding, platforms can demonstrate compliance with EU laws and improve user engagement and satisfaction. Moreover, the increased transparency and user trust can enhance the platform's reputation and credibility.

In conclusion, the proposed amendment to Article 14 represents a significant improvement over the current system. By shifting the focus from vague standards of "user-friendly" language to measurable comprehension, the reform would not only enhance user protection but also ensure platforms are held accountable for fostering meaningful consent.

6. Conclusion: A Roadmap for Smarter Regulation

This thesis has shown that traditional terms and conditions often fail to ensure real user understanding. Drawing on interdisciplinary research and empirical evidence, it proposed a quiz-based format as a practical way to improve comprehension and move toward more meaningful consent.

As regulatory frameworks like the Digital Services Act call for greater transparency, this work highlights the need for tools that go beyond formal disclosure. The following sections reflect on the challenges encountered and suggest directions for future research to advance smarter, user-focused regulation.

6.1. Challenges and future research directions

This thesis aims to propose and test an interactive, quiz-based reform to online terms and conditions, grounded in legal theory, behavioral science, and empirical testing. While the overall framework and results point toward the potential of such an approach, the research process also encountered several limitations that should be acknowledged, both as challenges and as opportunities for future exploration.

One of the most significant challenges was the limited number of responses collected through the Google Forms experiment. Despite efforts to disseminate the form among

diverse groups, response rates remained low, reducing the statistical power and generalizability of the findings. This limited sample size restricts the extent to which firm conclusions can be drawn about the effectiveness of quiz-based formats across demographics or usage contexts.

Additionally, the thesis relied on a single platform, Instagram, as the subject of the experimental terms and conditions. While Instagram provides a representative example of a widely used digital platform, focusing on a single case study constrains the applicability of the findings. Platforms vary in how they draft and enforce their terms of use, and user expectations may shift depending on the platform's purpose (e.g., social media, e-commerce, or financial services).

Despite these limitations, the findings suggest several fruitful avenues for future research. First and foremost, researchers should seek to replicate and expand this experiment with a larger, more representative sample. Broader participation would not only enhance statistical reliability but also allow for subgroup analysis based on variables such as age, education level, or familiarity with legal language.

Another promising direction involves experimenting with different interactive features. Researchers could compare simple quizzes to more complex formats, such as adaptive questionnaires or gamified disclosures, to assess which techniques best support user understanding. Studies could also investigate whether these formats lead to better long-term retention of information or greater user trust.

In conclusion, while this thesis offers initial evidence supporting the benefits of interactive, quiz-based consent formats, further empirical validation is needed. Future research should build on this foundation by addressing the current study's limitations and exploring the broader application of these techniques in diverse digital and legal environments.

6.2. Final Reflections: Toward a More Transparent Digital Future

At the outset of this research, three fundamental questions were posed: Why are users of online platforms not reading terms and conditions policies? What implications does this have? And what is the solution to this problem?

The answer to the first question is now abundantly clear: users do not read terms and conditions because these documents are not designed to be read. They are long, dense, and filled with technical legal jargon that even trained professionals struggle to understand.

The implications of this are profound. When users are unable to understand what they are agreeing to, the very foundation of consent in digital contract law is undermined. This imbalance strips users of their autonomy and shields platforms from accountability. In practice, it means that individuals are routinely bound by terms they did not, and often could not, comprehend, perpetuating a digital ecosystem built on opacity rather than trust.

The solution, as proposed in this thesis, is both simple and radical: quiz-based consent mechanisms that require users to actively demonstrate understanding of key terms before proceeding. This reform rests on a core principle, that understandability must be enforceable. It is no longer enough to aspire to transparency; it must be mandated. Platforms already possess the technological means to implement such systems, and regulators already have the legal mandate to oversee transparency and fairness. What is missing is the political will to act.

What is required now is a paradigm shift in how we regulate digital agreements. The focus must move from the convenience of providers to the rights of users. By making clarity and comprehension legal requirements, digital contracts can evolve into real agreements between equals, not just formalities that mask a deeper power imbalance.

In conclusion, the real right to understand is not an abstract legal ideal; it is a necessary condition for fairness and legitimacy in the digital age. If we are to build a truly transparent digital future, we must insist that comprehension is not optional, it is essential.

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