



Tjaša Zapušek, LL.M.
PhD candidate, University of Zürich

1. Supervised learning algorithm

A machine is fed with a so-called **training set** by human supervisors (data and predefined patterns) - provide a background on what counts as a desired and satisfactory solution

2. Unsupervised learning algorithm

The future of machine learning.

We use them to identify hidden patterns and unlabelled input data, since they are capable of mining new data and creating novel, unexpected patterns.

The system carries out its own logical operations that serve as guidance, but still due to the lack of exact input and output data the transparency/ foreseeability of the process, steps and the outcome is not always clear.

Foreseeability gives moral content to the law of negligence,
controlling how each element fits together and, ultimately,
whether one person is bound to pay another for harm.

Article 7 (e) “ that the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of the defect to be discovered.” = **DEVELOPMENT RISK DEFENSE**

The EC Product Liability Directive

C: crucial to protect consumers from unknown and unforeseeable risks, and that the adoption of the development risk defence would create a gap in a general protection of consumers.

P: exclusion of such a defence would significantly discourage scientific and technical research and prevent marketing of new high tech products.

“Although the ideas or concepts involved in the custom designed software remained the seller’s intellectual property, the customer was purchasing the product of those concepts (services). **That product required efforts (services) to produce, but it was a product nevertheless and, though intangible, is more readily characterized as "goods" than "services"** [...] **The system was subject to sale, and the services provided by the seller, design, installation, and maintenance, were incidental to that sale.**”

US District Court for the Eastern District of New York Triangle Underwriters, Inc. v. Honeywell

I wish I had
more
information.