Agentic AI and Autonomous Systems

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When the System Acts, Who Is Accountable?

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Imagine that, six years from now, the audience most worth influencing is the software you trust to choose for you. I want to follow one purchase through that market. The story is fictional. Its commercial incentives should feel familiar.

Your Holiday Is Booked

It is November 2032. Mara is walking into a meeting when her agent sends a message. Holiday booked. Ten nights, suitable flights, refundable. Three thousand seven hundred and eighty pounds. Two hundred and twenty pounds under budget.

She checks the dates, smiles, and puts her phone away. The assistant has saved her an evening of comparing hotels and reading cancellation terms. That is a useful service. Most of us would welcome it.

Elsewhere, an advertising network records a successful conversion. Mara has never seen the campaign. Her assistant was its audience.

To understand what happened, we need to go back to the instruction Mara gave it.

Mara and Her Instructions

Find us a quiet, refundable family holiday for ten nights. Keep it under four thousand pounds.

For this story, assume that Mara gives valid authority to choose and pay, and that the booking falls within it. The assistant uses the right account and obtains the required terms. We can therefore examine the choice itself.

Mara expects the service to compare suitable holidays for her family. She does not expect to negotiate separately with every organisation supplying information to her assistant. She may never know how many organisations take part.

That gap creates a commercial opportunity. A supplier can study the assistant's decision process, discover which information it values, and pay to put favourable material in its path.

Mara has delegated a judgement as well as a payment. The record of her permission tells us what she allowed. We still need to examine the process that selected the holiday.

The Assistant Delegates the Search

Mara appoints one assistant. The assistant asks specialist services to compare offers and check claims. Those services consult further sources, sometimes through agents of their own.

Delegation can make the service better. A specialist can check cancellation conditions more thoroughly, or search more suppliers, than one general assistant working alone.

It also distributes the decision. Each service chooses what to retrieve, what to exclude, and what to pass back. Mara's assistant receives the result of those choices, often in a compressed form.

A seller that understands this network can promote its offer at several points along the route. It can influence what reaches the assistant before the assistant begins its final comparison. Let us follow the seller's side.

Advertising to the Agents

The supplier's campaign agents prepare material for software to read. They test descriptions, assemble supporting evidence, and look for the services that influence purchasing decisions.

A hotel photograph may persuade a person. An assistant might give more weight to a structured amenities list, a cancellation clause, or a certificate. The campaign adapts to that audience.

In our imagined market, advertisers test material against versions of common buying agents. They learn which formulations reach a shortlist and which assurances attract extra weight.

They then buy distribution through the services those agents consult. The immediate audience is software. The commercial purpose remains to influence a purchase for a person. Mara's money supplies the reason for the campaign.

Paid Placement Shapes Discovery

An intermediary sells prominent positions in the information feeds that comparison services search. The promoted package arrives early, appears in more places, or comes with more supporting material.

The supplier pays for that distribution. Mara's assistant receives no commission in this story. A payment elsewhere in the network can still change which offers receive its attention.

Paid placement can help a suitable supplier reach a customer. The question is what the purchasing service understands about the placement and what it promises Mara about its search.

If the assistant presents its result as an independent comparison, the route into that comparison becomes relevant. We need to know whether a supplier earned attention through suitability, bought it through distribution, or benefited from both.

Different Claims Shared Funding

Here the campaign supports three sources. A travel review describes the resort. An amenities feed lists its facilities. A certificate verifies a limited claim.

Assume each source states accurate facts. The rooms can be quiet. The cancellation terms can permit refunds. The certificate can correctly confirm the particular feature it tested.

Shared funding does not make those facts false. It does affect what the sources can establish together. Three sources financed through one campaign do not automatically provide three independent assessments of the best holiday for Mara.

The certificate establishes only the claim within its scope. A check on a cancellation process cannot establish overall value for a family.

At this stage, a careful assistant could retain those distinctions. The next service makes the information easier to use, and loses something important.

The Summary Loses the Funding Label

The comparison service summarises its sources. Quiet rooms, suitable flights, refundable terms. Those claims survive. The information about sponsorship and shared funding disappears.

That omission changes what the next agent can assess. It receives the product information without the relationship that helps explain why those sources selected and presented it.

The service may have shortened the material because a summary needs to be concise. A trader may also have designed the omission deliberately. We would need evidence to distinguish those possibilities and identify responsibility.

Either way, the missing information affects the process downstream. Mara's assistant cannot weigh a relationship that nobody passes to it.

The holiday's features travel through the network. The commercial origin falls out of the account. The final assistant now sees something different from the evidence available at the beginning.

Agreement Looks Like Independent Support

Three summaries return. They agree about the promoted hotel. Mara's assistant treats that agreement as independent support and gives the package greater weight.

Our fictional investigation will establish that the missing funding information affected that judgement. We have now identified a mechanism to investigate. We have not established that agreement between funded sources always misleads.

The distinction concerns the conclusion the assistant draws from the relationship between its sources. Accurate hotel facts can sit inside an account that exaggerates the independence of the recommendation.

That also explains why asking the assistant for reasons may leave us unsatisfied. It can list the sources it used and accurately describe their contents. We need to understand why those sources dominated the comparison, and what the summaries left out.

Both Holidays Meet the Brief

The assistant selects the promoted package at three thousand seven hundred and eighty pounds. Another package costs three thousand one hundred and eighty pounds.

In this story, investigators establish that both met Mara's relevant requirements. Even so, the price difference alone proves little. A traveller can reasonably pay more for a benefit they value.

We need to examine why this assistant preferred the dearer offer. Did it identify a relevant advantage? Did concealed sponsorship affect its assessment?

The four thousand pound ceiling cannot answer those questions. It tells us both offers were affordable within the instruction. It does not establish the quality of the comparison.

The Investigation Finds an Estimated Premium

Now suppose the investigation preserves the offers, the original instructions, the material each service retrieved, and the relevant system versions.

Investigators restore the funding information and run repeated matched comparisons. They examine other explanations for the choice. On our stipulated facts, the records and tests support an estimated six hundred pound premium attributable to the steering.

That finding belongs to the fiction. In a real dispute, the parties would contest comparability, the tests, causation, and the measure of any recoverable loss. A single rerun would not settle the argument.

The useful lesson concerns evidence. A receipt confirms the purchase. To investigate influence, we also need the information available when the choice occurred and the commercial relationships behind it.

An explanation generated after a complaint may help locate records. We should check it against those records before treating it as a reliable account of the decision. The transaction succeeded; the surrounding evidence explains why Mara might still have a complaint.

The System Infers a Preference

The campaign has a longer consequence. The service stores Mara's booking as evidence that she prefers this kind of resort.

Next year, another agent uses that record to rank holidays. Suppliers target the resulting preference. Mara receives more offers like the one the campaign helped select.

The purchase record establishes what the assistant chose. The service has added an inference about what Mara wants. She has never confirmed it.

Over several purchases, a commercial influence could become difficult to separate from the preferences the system attributes to her. Each later agent inherits a history that looks personal and settled.

This is a further forecast. It gives governance a precise task: distinguish a person's expressed wishes from inferences drawn from machine choices, and give that person a workable way to correct the inference before it shapes another transaction.

Checking Against the Same Sources

Mara asks for an independent check. Her assistant calls a verification service. The checker consults the review and certificate connected to the original campaign.

It may accurately confirm that the hotel has the advertised facilities. Its check can leave the commercial relationship unexplored. Mara receives reassurance about a narrower question than the one troubling her.

In a more developed market, suppliers would have an incentive to study verification agents too. An agent deciding which evidence to trust becomes another valuable audience.

Additional checking can improve a decision when the checker brings relevant evidence and an appropriate method. We need to know what it checked and whether its sources add independence. Counting the agents in the chain tells us very little about either.

Authority and the Integrity of Selection

We can now return to the question in the title. Mara authorised the transaction. The booking met her brief. The assistant still relied on a comparison that concealed material commercial relationships.

These facts require separate inquiries. Authority concerns what Mara permitted the service to do. The integrity of selection concerns how the service chose and whether the choice fulfilled its promise to her.

A payment provider could correctly confirm authorisation while a consumer regulator investigated the promotion. The holiday contract could remain binding while another practice gave rise to enforcement or a separate claim.

I would therefore resist treating every problem here as a question about an autonomous system escaping control. The organisations arranged the distribution, designed the summaries and defined the service. Examining those decisions gives us a much more concrete account of responsibility.

Parts of This Future Are Already Visible

What supports this direction today?

Mobian markets sponsored material for agent readable versions of publisher pages. Its offering describes cited brand facts with sponsorship labels. That establishes a commercial proposition aimed at software readers. It does not establish purchasing effects, and I am making no allegation that Mobian removes those labels.

Allouah and colleagues have studied shopping agents in a controlled environment. Their experiments show that seller changes to descriptions can alter selection. Effects vary across models and settings. The agents can also penalise sponsorship labels. Persuasion is neither uniform nor irresistible.

Wadi and Ma ask another relevant question. Does a recommender behave differently when its assigned role names the traveller, rather than the booking platform, as its principal? Their

controlled experiments find differences in how the agents respond to sponsored listings. Disclosure wording does not eliminate that role effect.

These are components of the future I have described. They do not demonstrate Mara's complete network, her inferred preference loop, or its prevalence.

My forecast concerns the incentive to develop those components further. As consumers delegate more purchasing, sellers will study the software making selections. Whether that produces better comparison or concealed steering will depend partly on the services we build and the promises we enforce.

Responsibility Follows Each Actor and Their Conduct

Start with the advertiser. What did it fund, and what impression did its campaign create? Then examine the intermediary. What sponsorship information did it receive, preserve or remove?

For the assistant provider, examine the service promise. An independent comparison service makes a different promise from a retailer's sales assistant. The operator's permissions and records then help establish what happened in the particular deployment.

Existing consumer law gives us a starting point. In the United Kingdom, the Digital Markets, Competition and Consumers Act addresses misleading presentation and material omissions, including concealed commercial intent. The relevant routes retain their test concerning the average consumer's transactional decision.

My argument is that directing promotion through purchasing software should not itself defeat that inquiry. We must connect the trader's practice to the consumer's delegated choice. The statute does not invite us to replace the average consumer with an invented average agent.

The EU AI Act supplies another inquiry. Article five's manipulation prohibition has cumulative conditions, including the relevant impairment of decision making and significant harm or its reasonable likelihood. An advertisement that a person never sees does not automatically satisfy those conditions.

Nor does calling the assistant an agent automatically give its provider a general fiduciary duty. We need the applicable duties and the actual promises.

Each claim therefore requires its own evidence and legal analysis. Depending on the route, that includes attribution, causation and the conditions for a remedy. Several organisations can contribute to a decision without all becoming jointly liable.

The practical starting point is to identify each organisation's conduct. We can then ask which duty governs it and what evidence connects it to the outcome. Autonomy alone answers none of those questions.

A Record Mara Can Question

Return to the same booking with a better design. The service carries sponsorship and shared funding information through its summaries. The assistant recognises that three favourable sources belong to one campaign and assesses their weight accordingly.

It compares the other qualifying offer. If the dearer holiday provides a relevant advantage, it records that advantage and the material commercial connections.

Mara can challenge the result without reconstructing an invisible supply chain herself. She can also correct an inferred preference before the service uses it again.

That does not require her to approve every retrieval or read a technical log. Human oversight has to give her useful information at a point when she can act. The service can handle routine work and escalate a material conflict or uncertainty.

Investigators need proportionate records of the inputs, relationships and decisions. Keeping every private conversation indefinitely would create another problem.

These are governance proposals. They preserve the convenience that made Mara appoint the assistant, while giving its promise to act for her something she can examine and enforce.

Who Paid for the Reasons

Mara's holiday is still booked. Her assistant has saved her time. A capable personal agent could compare far more offers than she could, detect misleading claims and negotiate better terms. There is a substantial consumer benefit worth protecting.

The same capacity gives suppliers a reason to influence the software doing that work. Advertising can enter the choice as evidence, pass through several services, and return as a recommendation that sounds entirely reasonable.

When we ask who is accountable, we need to follow that route as well as the payment. Mara delegated a choice. The commercial inputs shaping it deserve scrutiny.

So when your agent presents its next confident recommendation, ask one further question. **Who paid for the reasons behind your agent's decision?**

Sources and Scope

Commercial Offerings and Experimental Research

Mobian, "TIME + Mobian" (September 2026). Vendor description of labelled sponsored facts for agent readable publisher pages. Product description

Amine Allouah and others, "What Is Your AI Agent Buying? Evaluation, Biases, Model Dependence, & Emerging Implications for Agentic E-Commerce" (arXiv:2508.02630v3, 17 December 2025). Controlled shopping experiments. Research paper

Davood Wadi and Yu Ma, "Whom Do AI Agents Work For? Role Assignment Induces Sponsorship Bias in LLM Recommenders" (arXiv:2609.17989v2, 13 October 2026). Controlled role and sponsorship experiments. Research paper

Legal Authorities

Digital Markets, Competition and Consumers Act 2024, ss 225–227. The relevant misleading practice route combines conduct with the likely effect on the average consumer's transactional decision. Section 225 Section 226 Section 227

Competition and Markets Authority, "Unfair commercial practices" (CMA207, updated 18 November 2025), ch 2. Core concepts and the consumer's transactional decision. CMA guidance

Regulation (EU) 2024/1689, art 5(1)(a). Apply the cumulative conditions to the particular practice; invisibility to a human does not itself establish prohibited manipulation. Article 5

Mara's 2032 network, transactions, investigation and £600 finding are fictional. The sources establish individual commercial offerings or experimental findings. They do not establish the complete scenario. Legal research checked on 23 October 2026.