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ANTI-COMPETITIVE PRACTICES IN THE E-COMMERCE SECTOR: A STUDY BASED ON HORIZONTAL AND VERTICAL AGREEMENTS

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ABSTRACT

The dynamics of the global market have been significantly changed with the explosive growth of the electronic commerce industry, which has introduced new elements of network effects, algorithmic pricing, and platform intermediation. These developments create complex anti-competitive practices, as well as offering greater convenience and integration to customers. The legal framework of anti-competitive practices under the Competition Act of 2002 is discussed in this paper with a focus on horizontal and vertical agreements in digital markets.

In horizontal agreements, direct rivals at the same level of production are involved. Acts such as price fixing, market allocation, and bid-rigging are examples of practices that are said to have an Appreciable Adverse Effect on Competition (AAEC) under Section 3(3) and are therefore said to be intrinsically damaging per se violations. Algorithmic collusion, or the use of software programs that could lead to coordinated pricing, is one of the new issues that the report is addressing.

On the flip side, vertical agreements take place between different parts of the supply chain, like platforms and third-party sellers. Under the effects-based approach of Section 3(4), vertical agreements cover exclusive supply, resale price maintenance (RPM), and most-favoured-nation (MFN) clauses. Unlike horizontal agreements, vertical ones are based on a balance of their pro-competitive benefits and foreclosure risks.

The report highlights the need for legal systems to adapt to technological realities by discussing key cases involving big businesses like Amazon, Flipkart, and Hyundai. Ultimately, in order to protect consumer welfare in an increasingly concentrated digital economy, it is necessary to strike a balance between fostering digital innovation and encouraging healthy competition.

Keywords: Appreciable Adverse Effect on Competition (AAEC), Horizontal Agreements, Vertical Agreements, Algorithmic Collusion, Resale Price Maintenance (RPM)

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I.INTRODUCTION

The rapid growth of the e-commerce industry has greatly changed how today's markets are organised and function. Digital platforms are now key for connecting buyers and sellers, making transactions easier, and shaping pricing strategies across different industries. The rise of online marketplaces has led to greater consumer convenience, improved product accessibility, and better market integration, both nationally and internationally.

Along with these benefits, there are concerns about actions that might restrict competition in online marketplaces. The usual competitive dynamics have shifted due to e-commerce's unique features, such as network effects, data-driven decision-making, platform intermediation, and algorithmic pricing. Large platforms often act as middlemen, creating complex market connections while competing with independent sellers.

Regulatory focus has been placed on certain contracts and business arrangements in the e-commerce ecosystem. These include exclusive supply agreements, resale price controls, preferential treatment of connected vendors, pricing coordination among competitors, and restrictions imposed by platform policies. These actions could limit price competition, affect market access, and create barriers for new competitors.

It is important to use a formal analytical framework to investigate anti-competitive actions in the e-commerce industry. The concentration of economic power in digital markets is increasing. A systematic approach helps us understand how market behaviour in online platforms can affect competition, customer welfare, and overall market efficiency. This evaluation is based on horizontal and vertical agreements.

II.CONCEPTUAL FRAMEWORK OF ANTI-COMPETITIVE AGREEMENTS

Anti-competitive agreements are essential to modern market regulation. These agreements involve arrangements, understandings, or coordinated actions between businesses that seek to prevent, limit, or distort competition in the market. The impact of the prohibition on market structure, consumer welfare, and competitive conditions is more significant than just the existence of the agreement.

According to Section 3 of the Competition Act, 2002, any agreement that has or is likely to have an Appreciable Adverse Effect on Competition (AAEC) in India is void. The legal

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definition of "agreement" is broad and includes formal contracts, informal agreements, tacit understandings, and even coordinated behaviour. This broad definition is particularly crucial in digital marketplaces because anti-competitive behaviour isn't always recorded in writing and can instead happen through platform limitations, algorithmic coordination, or data-driven strategies.

Under competition law, there are two primary types of anti-competitive agreements: vertical and horizontal.

Businesses that operate at the same stage of the manufacturing or distribution chain and are typically rivals enter into horizontal agreements. These agreements include price fixing, market distribution, production or supply restrictions, and bid rigging. Because these agreements are inherently harmful, it is often assumed that they have a discernible detrimental effect on competition. Similar concepts can be found in Article 101 of the Treaty on the Functioning of the European Union (TFEU) and Section 1 of the Sherman Antitrust Act.

On the other hand, vertical agreements are contracts between companies operating at different stages of the supply chain, like manufacturers and distributors or platforms and sellers. These include exclusive supply agreements, refusal to trade, tying and bundling, resale price maintenance, and most-favoured-nation clauses. Unlike horizontal agreements, vertical agreements are usually assessed using an effects-based methodology that examines whether they lead to distorted competitive dynamics, foreclosure, or entry barriers.

The assessment of "appreciable adverse effect on competition" is an essential part of determining the legality of such agreements. Among the factors that need to be taken into account are market power, entry barriers, the influence of consumer choice, the elimination of competitors, and possible efficiencies. The study examines long-term structural effects on market competition in addition to short-term price effects.

Additionally, unique market characteristics like multi-sided platforms, network effects, data concentration, and algorithmic governance must be taken into account in the conceptual framework for e-commerce. Agreements that indirectly influence competitive behaviour in digital marketplaces can be incorporated into standard-form contracts, automated pricing systems, or platform regulations. Therefore, the traditional understanding of agreements must adapt to reflect evolving technical realities while maintaining the principles of fair competition.

Therefore, the conceptual framework of competitive agreements gives us a good starting point to look into restrictive activities in e-commerce. This framework helps make sure that as the

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market grows and innovates, it does so in a way that keeps competition fair and consumers happy. It does this by separating vertical restrictions and then checking how each type affects competition. The goal is to make sure growth and innovation do not come at the cost of competition and consumer welfare. By using this approach, we can investigate activities in a way that supports both a healthy market and consumer interests. The e-commerce industry benefits from this as competitive agreements are looked into thoroughly.

PART A: HORIZONTAL AGREEMENTS IN THE E-COMMERCE SECTOR

1. Meaning and Legal Framework of Horizontal Agreements

Horizontal agreements are contracts between companies that are basically competitors and work at the same level of making or selling things. These agreements are thought to affect competition in a way that is called an Appreciable Adverse Effect on Competition under Section 3(3) of the Competition Act, 2002.

The Competition Act 2002 says what an agreement is in Section 2(b). It says an agreement can be a contract, an informal deal, something that people understand without saying it or things that companies do together. So if companies that compete with each other in the e-commerce business do things together in a way, it may be against the law even if they do not have a formal contract.

Horizontal agreements can happen in markets between online stores that compete with each other, websites that sell things in related areas or service providers that compete in the same area of business. Horizontal agreements are still a deal in these situations, and companies need to be careful about them.

2. Price Fixing Among Online Competitors

The practice of competitors setting sale prices directly or indirectly instead of allowing market forces to operate naturally is known as price fixing. Section 3(3)(a) expressly prohibits agreements that directly or indirectly determine purchase or selling prices.
In the e-commerce sector, price fixing can occur when:
-Discounts are planned by competing online retailers during holiday shopping.
-All platforms have minimum selling prices that sellers agree upon.
-Rival platforms align their commission structures to preserve the stability of retail prices.

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The law considers price-fixing agreements to be inherently anti-competitive since price competition is a crucial component of consumer welfare. Under Indian law, such agreements are presumed to produce AAEC without the need for a comprehensive economic analysis.

3. Algorithmic Collusion in Digital Markets

Horizontal cooperation is exemplified by algorithmic collusion in modern times. In e-commerce, sellers often use automated pricing software that adjusts prices based on competitor data.

Section 3(3) of the Competition Act of 2002 is technology-neutral, even though it makes no mention of algorithms. Concerted practice may be applied when competing companies use algorithms in a way that results in coordinated pricing or eliminates independent decision-making.

It is challenging to demonstrate a "meeting of minds." However, agreements may be inferred from patterns of coordinated action, parallel behaviour combined with favourable circumstances, or circumstantial evidence, according to Indian competition law.
As a result, algorithmic coordination that replaces independent market competition might be regarded as an illegal horizontal agreement.

4. Market Allocation and Customer Division

Section 3(3)(b) prohibits agreements that limit or regulate production, supply, markets, technological advancement, investment, or service provision. Section 3(3)(c) also forbids market-sharing agreements.

In the context of e-commerce, market allocation may occur when:

-Rival vendors divide up geographical areas for online deliveries.

-Sellers agree to focus on specific product categories to reduce competition.

-Platforms collaborate to serve various clientele groups.

These agreements restrict consumer choice and obstruct free market entry. According to Indian law, these agreements are assumed to result in AAEC since they have a direct impact on market structure.

5. Bid Rigging in Online Marketplaces

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Section 3(3)(d) specifically deals with bid rigging and collusive bids. This occurs when competitors manipulate the bidding process to influence the outcome.

In online marketplaces or e-procurement platforms, bid rigging may involve:

-coordinated submission of exaggerated bids.

-Rotational bidding is practised by sellers.

-suppression of reasonable offers in favour of a pre-selected company.

The integrity of digital procurement procedures is jeopardized and competitive pricing is eliminated by bid rigging. The Competition Commission of India (CCI) considers such behaviour to be a serious infraction since it directly compromises market fairness.

6. Presumption of Anti-Competitiveness under Indian Law

Section 3(3) of the Competition Act of 2002 is notable for its legal assumption that horizontal agreements involving:

-Setting a price

-Distribution of markets

-Limitations on supply

-Rigging offers

are believed to significantly harm the competitive environment.

This implies that if the existence of such an agreement is demonstrated, it becomes the responsibility of the parties to disprove the assumption. Unlike vertical agreements under Section 3(4), which require a comprehensive impact review, horizontal agreements listed in Section 3(3) are considered damaging per se because they are inherently limiting.

The fact that competitors' coordination directly eliminates independent rivalry, the cornerstone of competitive marketplaces, justifies this strict approach.

The Competition Act of 2002 closely monitors horizontal agreements in the e-commerce sector because they directly threaten competitive market structures. Whether they take the form of bid rigging, market allocation, digital algorithmic coordination, or traditional price fixing, such agreements undermine independent decision-making and distort the dynamics of online

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markets. The Indian legal system's presumption of anti-competitiveness under Section 3(3) ensures the protection of competitive processes even in rapidly evolving digital ecosystems.

PART B: VERTICAL AGREEMENTS IN THE E-COMMERCE SECTOR

1. Meaning and Legal Framework of Vertical Agreements

Vertical agreements are agreements between companies that are engaged in different levels of the supply chain or manufacturing process. Vertical agreements involve manufacturers, wholesalers, distributors, retailers, or digital marketplace operators and individual sellers.

According to Section 3(4) of the Competition Act of 2002, vertical agreements are not presumed to be anticompetitive, and Appreciable Adverse Effect on Competition (AAEC) is the test that is used to assess them. This is because it is recognised that some vertical agreements can generate efficiencies in product availability, lower transaction costs, and better distribution.

In the e-commerce industry, vertical agreements are often made by third-party vendors or online platforms. The contractual agreements of the online platforms with the sellers can have a significant impact on the competitive balance in the digital markets, as the platforms have control over the consumers' access, search engine rankings, logistics, and advertising tools.

2. Exclusive Supply and Distribution Agreements

Exclusive distribution agreements prevent a distributor from selling products outside a given channel, but exclusive supply agreements allow a supplier to supply products to one specific distributor or platform only.

For online shopping sites, exclusive agreements may mean that companies launch products only through certain sites. In some cases, exclusiveness may be beneficial to the promotion and marketing of products, but it may also be detrimental to competition if other sites or players are denied access to exclusive products.

Exclusive distribution agreements are governed under Section 3(4)(c), while exclusive supply agreements are governed under Section 3(4)(b) of the Competition Act. The authority checks whether exclusiveness acts in a manner that prevents other players from entering the market or poses hurdles in their way.

3. Resale Price Maintenance (RPM)

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Resale price maintenance refers to the practice of a manufacturer or a supplier setting the price at which the product will be sold by the distributor or retailer.

Resale price maintenance has been included in Section 3(4)(e) of the Competition Act, which refers to a "vertical agreement" and its potential to restrict competition. When manufacturers impose minimum selling price restraints on online retailers or restrict the discounts available during online sales, RPM can be seen in the online retail industry.

Even though in some instances, resale price maintenance might be warranted to protect brand reputation and ensure service quality, it could also limit store price rivalry and negatively impact consumer welfare. The assessment of the antitrust agency, therefore, is whether the competitive market environment has been harmed by these price constraints.

4. Most-Favoured-Nation (MFN) or Price Parity Clauses

The sellers are required to offer the same or better prices on a particular platform than on other platforms under Most-Favoured-Nation agreements.

The price parity restrictions can be enforced by e-commerce platforms, which prohibit sellers from offering products on other platforms at lower prices. These agreements have the potential to restrict price competition among the platforms, thereby artificially maintaining consistent prices in the market.

The MFN provisions can be regarded as vertical barriers under Section 3(4) of the Competition Act, despite not being specifically mentioned in the act, in cases where they affect platform pricing and prevent platforms from attracting sellers through lower commission schemes.

5. Tying and Bundling Practices

When a seller forces a buyer to purchase a product or service to buy another, it is termed a tying agreement. The simultaneous purchase of multiple products or services is termed bundling.

In exchange for awareness or the opportunity to attend a promotional event, a service in the e-commerce infrastructure may require a seller to use a specific service, such as shipping, warehousing, advertising, or payment systems.

Tying agreements are considered to be potentially anti-competitive under Section 3(4)(a) of the Competition Act if they deny consumers a choice or stop competing service providers from exploiting a market opportunity.

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6. Exclusive Launch Agreements

Manufacturers that agree to release new products only through a specific online marketplace are said to be under exclusive launch agreements. Such agreements are usually common in the electronic and smartphone market segments of the e-commerce industry.

Exclusive releases may be limited in their ability to enable other marketplaces to offer similar products, even if they are beneficial for marketing and promotional strategies. The agreements might be analysed under Section 3(4) of the Competition Act.

7. Platform Restrictions on Sellers (Multi-Homing Restrictions)

This capacity for sellers to carry out business simultaneously across multiple platforms is called multi-homing. Some e-commerce platforms may have direct or indirect restrictions that limit vendors' ability to sell their products on multiple platforms.

Examples of such restrictions include preferential search ranking, advertising benefits, and logistical benefits for the sellers who are exclusive to a particular platform.

There is a possibility that sellers and dominant platforms may develop a mutual dependence due to such practices, and that competition between platforms may be reduced. Such practices can be checked under the Competition Act to see if they are limiting the competition from entering the market.

8. Assessment of Vertical Agreements under Indian Competition Law

Vertical agreements under Section 3(4) are examined using an effects-based method, in contrast to horizontal agreements. To ascertain if the agreement results in AAEC, the competition authority looks at many issues, such as:

-construction of obstacles to new competitors
-Preventing competition by impeding access to markets
-Benefits accruing to customers
-Enhancements in the manufacturing or delivery of products and services
-encouragement of economic or technical advancement

When assessing such agreements and establishing whether their anti-competitive impacts exceed possible savings, the Competition Commission of India is crucial.

Vertical partnerships in the e-commerce sector give rise to complex issues of regulation. These partnerships may improve efficiency in the supply chain, but they may also reduce price rivalry,

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access to markets, and even accentuate the position of dominant online platforms. Indian competition regulations are fair as they assess vertical limitations based on individual situations. The legal regime aims to ensure that contractual relationships between platforms and sellers do not undermine competitive markets, allowing for business efficiencies that are perceived as acceptable.

III. COMPARATIVE ANALYSIS OF HORIZONTAL AND VERTICAL AGREEMENTS IN DIGITAL MARKETS

An important aspect of the framework that regulates anti-competitive practices is the distinction between horizontal and vertical agreements. These two forms of agreements have been subject to differential treatment under the Competition Act of 2002, depending on their impact on market competition. Vertical agreements involve firms at different stages of the supply chain, whereas horizontal agreements involve direct coordination between rival firms. The complex relationships between platforms, sellers, and service providers make the distinction between horizontal and vertical agreements important, especially with regard to digital marketplaces and e-commerce platforms.

1. Presumption of Anti-Competitiveness vs Effects-Based Assessment

Under the Competition Act, one of the most notable differences between horizontal and vertical agreements is based on the legal criteria for evaluating the impact of such agreements on competition. Appreciable Adverse Effect on Competition (AAEC) is deemed to be produced by horizontal agreements covered by Section 3(3), which include agreements relating to restrictions on supply and production, market distribution, price fixing, and bid manipulation. Such agreements are deemed to be harmful per se, as they immediately remove competition between competitors in the market.

On the contrary, vertical agreements that are subject to Section 3(4) are not deemed to be anti-competitive. Rather, their assessment is based on an effects approach or the rule of reason. It should be determined whether the agreement has the potential to cause AAEC in the particular market through an investigation by the competition authorities.

As a great number of agreements between platforms and sellers are vertical agreements, this distinction becomes particularly important in digital markets. Therefore, the question that should be answered by the regulators is whether these agreements are increasing efficiency or reducing competition.

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2. Nature of Market Relationships

Horizontal agreements occur between businesses that are direct competitors in the same market. This may be between competing online retailers or between competing digital platforms in the e-commerce environment. The independent nature of competitive decision-making is directly threatened by these businesses as they operate at the same level in the market system.

On the other hand, vertical agreements include businesses such as manufacturers, distributors, logistics companies, and online platforms that operate at various levels of the supply chain. In the case of the digital economy, vertical agreements in pricing, product launches, logistics, and promotion between e-commerce platforms and vendors are common. Although these agreements may promote consumer convenience and efficiency in the supply chain, they may also limit competition by restricting vendors' freedom of action and limiting access to markets.

3. Impact on Market Structure in Digital Platforms

Competition is usually distorted by horizontal agreements since they immediately eliminate competitiveness between rivals. Customers lose out on price competition and innovation, for instance, if rival merchants split markets or coordinate prices in an online marketplace. Vertical agreements might affect competition in a more indirect way. By guaranteeing product availability, lowering transaction costs, or fostering brand consistency, some vertical restrictions may increase efficiency. However, vertical constraints that are enforced by strong digital platforms may result in market foreclosure, limit sellers' ability to multi-home, or erect obstacles for new competitors.

Vertical agreements could have broader structural implications for digital markets, which are characterised by network effects and the dominance of platforms. For instance, exclusive agreements and price parity clauses could strengthen the position of large platforms and reduce the level of competition between them.

4. Enforcement Challenges in Digital Markets

Regulatory bodies are facing challenges in enforcing competition regulations in the digital space. It is hard to detect horizontal agreements in the digital space since this can occur through algorithmic coordination and implicit parallel behaviour. Vertical agreements may also occur through automated systems that control seller engagement or through standard contract forms used by platforms.

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Thus, while analysing anti-competitive practices in the e-commerce business, the Competition Commission of India needs to consider traditional contractual agreements and emerging digital behaviours. This requires striking a balance between innovation and competition while changing traditional legal concepts to conform to emerging technology.

5. Overall Comparative Assessment

Horizontal agreements are perceived as more harmful because they directly prevent competition among competitors and are therefore subject to a stricter test under the law. On the other hand, vertical agreements are subject to individual evaluation, as, despite their capacity to cause restrictions, they can also generate economic efficiency.

Both types of agreements, however, pose a huge impact on the market, especially in the ever-evolving e-commerce industry. Consequently, there is a need for competition laws to evolve constantly to ensure that digital markets remain transparent, competitive, and favourable to consumers, and to allow legal business practices to thrive.

IV. LANDMARK CASES

1. Fx Enterprise Solutions India Pvt. Ltd. v. Hyundai Motor India Ltd.[1]

Background

In this case, Hyundai Motor India was found to be implementing resale price maintenance (RPM) through its dealerships by preventing them from offering discounts beyond a certain threshold. The company monitored the prices and punished the dealers who failed to comply with the set price guidelines.

Decision

Hyundai Motor India was found to be violating Section 3(4)(e) of the Competition Act by implementing RPM.

Significance

RPM is a restrictive vertical agreement as was established.

[1] *Fx Enterprise Solutions India Pvt. Ltd. v. Hyundai Motor India Ltd.*, Case No. 36 of 2014, Competition Comm'n of India (June 14, 2017).

It showed that manufacturers are not in a position to control the prices in such a way that they do not allow price competition.

It is always mentioned when the discussion is about the effect of price constraints on the physical and virtual retail sector.

2. All India Online Vendors Association v. Flipkart India Pvt. Ltd. and Amazon Seller Services Pvt. Ltd.[2]

Background

The group alleged that Flipkart and Amazon had undermined competition in the online market by engaging in exclusive agreements, offering steep discounts, and giving certain merchants preferential treatment.

Decision

Initially, the CCI had rejected the case, stating that there was no evidence of a substantial adverse impact on competition.

Significance

One of the first cases to address issues of competition in Indian e-commerce markets.

3. Delhi Vyapar Mahasangh v. Flipkart Internet Pvt. Ltd. and Amazon Seller Services Pvt. Ltd.[3]

Background

In this case, it was alleged that Amazon and Flipkart entered into exclusive product-launch agreements, established preferred sellers, and offered steep discounts that harmed small businesses.

Decision

CCI mandated an inquiry into the platforms' operations.

Significance

Acknowledged that exclusive launch agreements and favourable treatment of sellers may have

[2] *All India Online Vendors Ass'n v. Flipkart India Pvt. Ltd.*, Case No. 20 of 2018, Competition Comm'n of India (Nov. 6, 2018).
[3] *Delhi Vyapar Mahasangh v. Flipkart Internet Pvt. Ltd.*, Case No. 40 of 2019, Competition Comm'n of India (Jan. 13, 2020).

anti-competitive repercussions. highlighted the potential impact of vertical agreements on competition in online markets.

4. Samir Agrawal v. Competition Commission of India[4]

Background

The case involved allegations of taxi drivers engaging in price-fixing through an algorithmic system on a digital platform.

Decision

According to the Supreme Court, drivers who used the digital platform did not always have a horizontal agreement among themselves.

Significance

- discussed the coordination of algorithms in digital platforms.
- explained the concept of concentrated practice in digital markets for judges.

5. Shamsher Kataria v. Honda Siel Cars India Ltd.[5]

Background

Automakers were entrusted with the task of entering into exclusive distribution and supply contracts and controlling diagnostic tools and spares.

Decision

Automakers were imposed with severe penalties by the CCI for violating competition laws.

Significance

- a historic case related to market foreclosure and vertical restraints.
- Set guidelines for the same, especially in the online space.

V. CONCLUSION

The modern markets have evolved due to the explosive growth of the e-commerce industry, which has enhanced the markets' distribution channels, consumers' access, and new business opportunities. However, the rise of digital markets has raised concerns about the activities that

[4] *Samir Agrawal v. Competition Comm'n of India*, (2021) 3 SCC 136 (India).
[5] *Shamsher Kataria v. Honda Siel Cars India Ltd.*, Case No. 03 of 2011, Competition Comm'n of India (Aug. 25, 2014).

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may restrict fair competition in the markets. Pricing, consumers' choice, and access can be influenced by the decisions of the market players. The Competition Act, 2002, which prohibits agreements that have a discernible adverse effect on competition, particularly through horizontal and vertical agreements, is the legal framework that regulates such activities in the Indian markets.

Regulators are aware of practices such as price coordination, exclusive deals, and resale price maintenance in the digital economy. To ensure that the growth of the electronic commerce sector does not undermine fair competition in the markets, the Competition Commission of India is vital in investigating such practices. It is therefore important to ensure the effective enforcement of competition law in order to ensure competitive markets and innovation.

VI. RECOMMENDATION

The following are some suggestions put forward in the context of the issues highlighted in the digital ecosystem:

- Regulators are advised to come up with more specific guidelines regarding "algorithmic collusion" to evolve Algorithmic Accountability more accurately. Since "coordination" happens through automated pricing systems, as opposed to "human interface," the CCI needs to come up with some specific requirements regarding "evidentiary" aspects of "meeting of minds" because Section 3(3) of the Act remains technology-neutral.
- Explain Parity and MFN Clauses: Price parity clauses, even if not explicitly stated, can create a stranglehold on platform competition, and better clarity for sellers and smaller platforms would be achieved if the applicability of Section 3(4) were codified regarding MFN clauses.
- Balance Exclusive Releases: Exclusive releases, a common feature in the smartphone business, can be a significant barrier to entry while at the same time creating a marketing advantage for firms. Such releases need to be reviewed regularly by the CCI to ensure they do not throttle smaller businesses or lead to long-term foreclosure in the market.
- Encourage Multi-Homing: The CCI must oppose "multi-homing" provisions for firms, which penalise them for transacting on multiple platforms in order to curb platform dominance. A more competitive environment is created by allowing multi-homing, which prevents platform dominance while at the same time creating mutual dependency among firms.

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- Building Capacity for Regulators: In order to prevent "business efficiencies" from being used as a tool for anti-competitive practices, the CCI must continue developing its "rule of reason" analysis by including digital-specific measures because of the technical nature of data-driven decision-making.