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Legal regulation of consumer contracts on digital platforms

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ABSTRACT

This article examines the legal regulation of civil-law relations arising from contracts concluded with consumers on digital platforms. It addresses the specifics of electronic contracts – party identification, preservation of transactional information, and the use of electronic signatures – and emphasizes protection of consumer rights as the weaker party. The study analyzes Uzbek legislation governing e-commerce and distance contracts and evaluates how these rules apply across different types of digital platforms.

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Raqamli platformalarda iste'molchilar shartnomasining huquqiy tartibga solinishi

Kalit soʻzlar:

raqamli platformalar, elektron shakl, masofaviy shartnoma, iste'molchilar huquqlarini himoya qilish.

ANNOTATSIYA

Magola iste'molchilar ishtirokidagi shartnomalarning ragamli platformalarda tuzilishini tartibga soluvchi fuqarolikhuquqiy munosabatlarni huquqiy jihatdan tahlil qiladi. Elektron shartnomalarning xususivatlari. iumladan tomonlarni identifikatsiya gilish, ma'lumotlarni saglash va elektron imzolarni qo'llash masalalari ko'rib chiqiladi. Maxsus e'tibor iste'molchilar huquqlarini, ya'ni nisbatan zaif tomonning huquqlarini himoya qilishga qaratilgan. 0'zbekiston Respublikasi qonunchiligi, elektron tijorat va masofaviy shartnomalarni tartibga soluvchi normalar hamda ularning turli raqamli platformalardagi qoʻllanilishi tahlil qilinadi.

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Правовое регулирование договоров с участием потребителей на цифровых платформах

АННОТАЦИЯ

Ключевые слова: цифровые платформы, электронная форма, дистанционный договор, защита прав потребителей.

Статья правовому регулированию посвящена гражданско-правовых отношений, возникающих заключении договоров с участием потребителей на Рассматриваются особенности цифровых платформах. электронных контрактов, включая идентификацию сторон, сохранение информации и использование электронных подписей. Особое внимание уделяется защите потребителей как более уязвимой стороны. Анализируются нормы законодательства Узбекистан, регулирующие электронную коммерцию и дистанционные договоры, а также их применение в различных типах цифровых платформ.

INTRODUCTION

Although the mechanisms for concluding contracts on the Internet are similar to the traditional mechanisms provided for by the Civil Code of the Republic of Uzbekistan, there are a number of nuances related to the application of different types of contracts and their formalization in the digital environment. In this regard, the legal regulation of civil-law relations arising on the Internet requires a special approach to ensuring and protecting the rights of participants, including the more vulnerable party – the consumer. I.R. Rustambekov, in his study of the regulation of civil-law relations on the Internet, notes that the main aspects to be considered in such contracts are the identification of the parties and the preservation of information related to the agreements, emphasizing that these elements are crucial for ensuring the fulfillment of obligations [1].

As national scholars emphasize, concluding a contract on the Internet is a form of distance contract that involves the use of electronic, digital, and IT technologies at all stages of the contractual process: offer, acceptance, payment, performance of obligations, and interaction between the parties [2]. The main features of Internet contracts include the electronic expression of will and interaction between the parties, the physical separation of the parties, the use of electronic signatures, the conduct of document flow fully or partially in electronic form if necessary, and payment via electronic payment systems. At the same time, the forms of Internet contracts vary depending on the method of publishing the offer and acceptance: on a website, in a mobile application, through messengers, e-mail, electronic marketplaces, and other digital platforms.

The legal nature of contracts concluded through digital platforms is characterized by the use of an electronic form, which differs from traditional paper agreements but is recognized as valid under the civil legislation of the Republic of Uzbekistan. According to Article 15 of the Law of the Republic of Uzbekistan "On Electronic Commerce," electronic documents in electronic commerce, as well as information recorded in electronic form that allows the identification of its sender, are equated with documents drawn up on paper and signed by hand and may be used as evidence of the conclusion of a contract [3]. In addition, in accordance with Part 4 of Article 366 of the Civil Code of the Republic



of Uzbekistan, a contract concluded by electronic or other technical means is considered concluded in written form if it allows for a reliable determination of the parties' expression of will. This indicates that, regardless of the type of platform – whether commercial, FinTech, or information-communication – the primary form of the contract is uniform and is the electronic form implemented through the interface of the digital platform.

SYSTEMIC CHALLENGES OF DIGITAL CONTRACTING

However, it should be noted that in the traditional model, a contract is drawn up on paper and signed by the parties either manually or using an electronic digital signature. In the digital environment, by contrast, a contract is concluded through interaction with the electronic interface of a platform, such as a website or mobile application. One of the key issues in the legal regulation of e-commerce is distinguishing between an offer, a public offer, and an invitation to make an offer, especially in the context of displaying information about goods or services on digital platforms. According to Article 367 of the Civil Code of the Republic of Uzbekistan, an offer is considered a proposal addressed to one or several specific persons, containing the essential terms of the contract and expressing the intention to conclude the contract upon its acceptance. In turn, under Article 369 of the Civil Code, advertisements and other proposals addressed to an indefinite circle of persons are regarded as invitations to make offers unless otherwise explicitly stated. However, if such a proposal contains all essential terms and expresses the intention to conclude a contract with anyone who responds, it is considered a public offer [4].

A similar approach is enshrined in Article 14 of the 1980 Vienna Convention on Contracts for the International Sale of Goods, which defines an offer as a sufficiently definite proposal expressing the intention to be bound in case of acceptance [5]. Likewise, Article 2.1.2 of the UNIDROIT Principles states that a proposal is considered an offer if it manifests the intention to be bound by a contract [6]. In EU law, particularly in the context of Directive 2011/83/EU on consumer rights, the key criterion is the presence of a "binding commitment" – a legally binding proposal which, when accepted by the consumer, immediately creates a contractual obligation [7].

In practice, however, distinguishing between a public offer and an invitation to make an offer in the digital environment can be challenging. For example, listing a product on a marketplace with a price, specifications, delivery terms, and a "Buy" button visually and functionally corresponds to a public offer. Yet in some cases, sellers retain the right to refuse to execute the order, demonstrating an absence of automatic intent to be bound, which allows such listings to be qualified as invitations to make offers. The requirement for a public offer is practically significant for consumer protection, ensuring that consumers clearly understand that clicking the "Place Order" button entails contractual obligations, are not misled by interfaces lacking clear legal indications, and have the possibility to cancel an order if mandatory information is not provided.

It should also be noted that one of the key issues in the contractual process in the digital environment is the identification of the offeror, especially when interactions between parties are mediated by digital platforms. Depending on the platform's operational model, the role of the offeror may belong either to the platform itself or to an external seller. In the most common model, characteristic of platforms such as AliExpress, Uzum Market, and Sello, the digital platform merely provides the



infrastructure for listing sellers' offers. In such cases, the offeror is the seller, not the platform, since the seller submits the proposal to conclude the contract and bears responsibility for its performance. The platform, acting in this capacity, is not a party to the contract, and its activity is qualified as technical intermediation. This approach is enshrined in Article 12 of the Law of the Republic of Uzbekistan "On Electronic Commerce," according to which an e-commerce operator has the right to provide services on a contractual basis and is obliged not to alter the content or procedure for using electronic documents and electronic messages, except as provided by contracts. Moreover, the e-commerce operator bears no responsibility for the legal consequences related to the content of electronic documents and electronic messages transmitted by e-commerce participants. Consequently, if a platform does not intervene in the content of the offers and acts solely as a technical intermediary, it is not considered the offeror and is not liable for contracts concluded between third parties.

However, some platforms, such as Wildberries and Ozon, purchase goods from suppliers and sell them to end consumers in their own name. In these cases, the platform itself forms the offer, acts as a party to the contract, and bears responsibility for proper performance of the terms. This approach is established in Article 13 of the Law of the Republic of Uzbekistan "On Electronic Commerce," according to which an operator of an electronic trading platform has the right to directly conduct the sale of goods, works, or services on its own marketplace. In such cases, the platform acts not only as an intermediary but also as a seller, forming its own offer and concluding contracts in its own name.

Furthermore, in models like Booking.com or Aviasales.uz, the platform connects the parties but does not become a party to the contract. However, it may bear ancillary responsibility, for example, for providing inaccurate information or violating access conditions. Unlike an independent seller, an aggregator does not submit the offer itself but acts as an informational intermediary, providing an interface through which service providers can interact with end consumers. Nevertheless, the Law "On Electronic Commerce" imposes certain obligations on such operators, and non-compliance may result in limited legal liability, including for the inaccuracy or incompleteness of information about partners, goods, services, or terms of the transaction, as well as for improper performance of obligations concerning the storage and transmission of electronic messages.

According to Article 16 of the Law "On Electronic Commerce," the mandatory details of an offer in the digital environment include information about the offeror, the procedure for concluding and amending the contract, payment and delivery conditions, as well as the possibility to refer to terms posted in open access. At the same time, this provision does not classify an offer addressed to an indefinite circle of persons and does not distinguish between an offer and an invitation to make an offer, leaving a gap for disputes regarding the moment of contract conclusion. In the digital environment, the consumer's expression of will is replaced by conclusive actions, such as clicking the "Buy," "Place Order," or "Pay" buttons. From a legal perspective, this action is regarded as acceptance of a public offer posted by the seller or by the platform itself. In accordance with Article 370 of the Civil Code of the Republic of Uzbekistan, performing the actions specified in the offer – such as paying the corresponding amount – within the period set for its acceptance is considered as acceptance of the offer.



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Unlike offline transactions, where parties can discuss terms or sign a paper contract, in the digital environment consent is expressed directly through the platform interface. According to Article 19 of the Law "On Electronic Commerce," a contract may be concluded by accepting via an electronic message in which the e-commerce participant expresses consent. Confirmation of acceptance is widely used through one-time SMS codes or in-app confirmations, especially in two-factor authentication systems. In some cases, an electronic digital signature (EDS) is used, which, according to Article 4 of the Law "On Electronic Digital Signature," is equated with a handwritten signature unless otherwise provided by law or contract [8].

Current practice on digital platforms shows the absence of reliable mechanisms for identifying the acceptor. E-commerce allows orders to be placed without registration, without an electronic signature, and with minimal identity verification, which complicates the subsequent legal qualification of user actions. When identification is reduced to an IP address or phone number, and acceptance is recorded in platform logs, it may be impossible in a dispute to prove that the acceptance was made by the consumer and not by a third party. In traditional relations, identification can be ensured personally, visually, through presentation of documents, or by notarization. The interface does not always allow for recording the user's conscious consent, raising doubts about compliance with the principle of voluntariness of the transaction. Moreover, if contract terms are presented in a long user agreement hidden behind a "I agree" or "Accept terms" link, the principle of transparency is violated.

In this regard, the literature emphasizes that digital interfaces often merely simulate acceptance in the legal sense, without ensuring a full and conscious expression of will by the user. As P. Hacker notes, the interfaces of many digital platforms are deliberately designed to prompt user consent without analysis of the terms – through the use of dark patterns, automatic checkboxes, buttons with unclear legal functions, and pre-filled forms [9]. A similar approach is demonstrated by H. Chacón, who points out that in the digital environment, clicking a button or performing navigational actions may be interpreted as acceptance, even if the user does not realize the legal consequences, which contradicts classical doctrines of contract formation [10].



MECHANISMS OF EXPRESSING CONSENT IN DIGITAL PLATFORMS

In practice, acceptance on digital platforms is increasingly implemented through so-called click-wrap agreements, a form of electronic agreement in which the user expresses consent to the terms of the contract by clicking a button, for example, "Agree", "Accept", "Place Order" or "Continue". This model of contractual relations standardizes and simplifies the process of contract conclusion, but at the same time limits the consumer's freedom of will and ability to influence the content of the contract, making it legally similar to a standard form contract. According to Article 360 of the Civil Code of the Republic of Uzbekistan, a standard form contract is a contract whose terms are determined by one of the parties in forms or other standard formats and can only be accepted by the other party by adhering to the contract as a whole. Applied to digital platforms, this means that the user can only accept the proposed terms published in the form of a public offer, without the possibility of negotiating or modifying them.

A standard form contract is legally permissible and widely used, especially in e-commerce, as it ensures predictability and mass-scale transactions. However, it objectively increases the imbalance of interests between the parties, where the platform has full freedom to set the terms, and the consumer only has the right to accept or reject them. From this perspective, the practice of concluding standard form contracts through digital platforms requires special regulation aimed at guaranteeing transparency of terms, ensuring genuine and informed consent by the user, and allowing for the challenge of unfair conditions under consumer protection rules.

In the context of regulating contractual relations arising on digital platforms, the institution of the public contract acquires particular importance. According to Article 358 of the Civil Code of the Republic of Uzbekistan, a contract is considered public when concluded by an organization that, by the nature of its activity, is obliged to provide services, perform work, or sell goods to anyone who applies to it. This means that click-acceptance on a digital platform, in certain situations, not only confirms the parties' expression of will but also imposes additional public-law obligations on the seller or platform, including the prohibition of refusal to perform and the obligation to treat all consumers equally.

A particular problem in such agreements is silent acceptance, especially in cases of automatic subscription renewal or provision of digital services. According to Article 370 of the Civil Code of the Republic of Uzbekistan, silence or inaction is not considered acceptance, except in cases where otherwise provided by law, customary business practice, or previous contractual relations between the parties. However, in the practice of digital platforms, constructs increasingly rely on forming contractual relations based on the user's silent behavior, particularly in cases of automatic subscription renewal, provision of paid digital services, or terms of use presented in browse-wrap agreements. The latter are based on the presumption of consent to the terms simply by continuing to use the platform without an explicit expression of will.

Unlike click-wrap agreements, browse-wrap agreements do not require the user to actively confirm consent. Professor N. Kim asserts that browse-wrap contracts are terms of use published on a website or otherwise made available to the user in digital form [11]. R. Künkel identifies three main distinctions between click-wrap and browse-wrap.

First, in a click-wrap agreement, the user is presented with the contract terms prior to expressing consent – typically by displaying the full text of the agreement or providing a link with a note indicating that the user must review it before clicking



"Accept" or "Agree". The user must take an active action indicating consent. In contrast, in the browse-wrap model, the contract terms are posted as a hyperlink, often at the bottom of the page, and do not require mandatory review or confirmation of consent. The user may not open the link, but their behavior is interpreted as silent consent.

Second, in click-wrap agreements, it is presumed that the user is aware of the existence of the contract and agrees to its terms, since they are explicitly presented before taking any legally significant action – such as placing an order, registering, or downloading software. In browse-wrap agreements, users can perform actions on the platform without reading or even noticing the terms, as consent is formally expressed through behavior rather than an explicit act of acceptance.

Third, the use of browse-wrap agreements may result in the user being unaware that a contract has been concluded, especially if the hyperlink to the terms is not sufficiently visible and the website does not provide a clear notice of contractual obligations. A fundamental problem with browse-wrap agreements is that the user generally does not have the opportunity to review the terms in advance, or may not realize that they are entering into a contract, since consent is presumed solely based on the fact of using the website [12]. This raises concerns about compliance with the principle of freedom of contract, enshrined in Article 354 of the Civil Code of the Republic of Uzbekistan, which provides that contracts are concluded voluntarily and their content is determined at the discretion of the parties. Even in the case of standard form contracts, the legislation provides mechanisms to protect the weaker party, particularly when the terms are burdensome, unexpected, or inconsistent with the principles of good faith and reasonableness.

It should also be noted that digital platforms often use an auto-renewal model, where the user's initial consent to a subscription implies automatic renewal without repeated acceptance. In international practice, such actions are regulated with consumer interests in mind: in the EU, according to Directive 2011/83/EU, prior information and a real opportunity to refuse renewal are required. In national legislation, direct regulation of auto-renewal is not yet established; however, according to Article 9 of the Civil Code of the Republic of Uzbekistan, parties are obliged to act in good faith in exercising civil rights and fulfilling obligations. This means that the entrepreneur or platform must clearly, accurately, and in advance inform the consumer about the presence of the autorenewal mechanism, its conditions, and the procedure and timing for refusal. Additionally, in accordance with the Law of the Republic of Uzbekistan "On Consumer Rights Protection," the consumer has the right to receive complete and reliable information about a product or service, as well as the right to free choice. Lack of information on auto-renewal or the inability to refuse renewal within a reasonable period may violate the consumer's right to informed consent and constitute forced provision of a service, which is explicitly prohibited by law.

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faith when exercising civil rights and fulfilling obligations. This means that the entrepreneur or platform must clearly, accurately, and in advance inform the consumer about the presence of the auto-renewal mechanism, its conditions, and the procedure and deadlines for refusal. Additionally, under the Law of the Republic of Uzbekistan "On Consumer Rights Protection," the consumer has the right to receive complete and reliable information about a product or service and to make a free choice. Lack of information on auto-renewal or the inability to refuse renewal within a reasonable time may violate the consumer's right to informed consent and constitute forced provision of a service, which is explicitly prohibited by law.

LEGAL AND REGULATORY GAPS

Moreover, in the modern digital economy, new forms of acceptance are rapidly developing that go beyond the traditional "Accept" or "Agree" actions. Voice commands, interaction with chatbots, and automatic orders through smart devices are becoming an integral part of the user experience on digital platforms. Compared to click-wrap models, where the user must actively express consent after reviewing the terms, acceptance through voice assistants or chatbots is closer in nature to browse-wrap agreements, which are based on behavioral interaction rather than explicit consent. At the same time, the evidentiary value of such acceptance raises serious doubts, especially when actions are not logged or audio records are absent. In click-wrap agreements, the platform usually has the technical ability to record the moment of acceptance, the user's IP address, date, and time, which facilitates proving the fact of contract conclusion. In contrast, with browse-wrap agreements, the platform may face difficulties in proving the user's will.

It is also important to note that among the many forms of digital agreements used on e-commerce platforms, scroll-wrap agreements occupy a special place. These represent an intermediate model between classic click-wrap and the less reliable browse-wrap agreements. The feature of the scroll-wrap format is that before expressing consent to the terms, the user must scroll through the text of the agreement to the end, after which the "Agree" button or an equivalent confirmation option becomes available. This mechanism was designed as an attempt to increase user awareness by requiring them to at least mechanically go through the entire text of the terms before taking a legally significant action.

From a legal perspective, scroll-wrap agreements raise many debatable issues, primarily related to the user's genuine expression of will. The central problem is that scrolling through the text is not equivalent to reading its content. In practice, a user may mechanically scroll through a long legal text in a few seconds without reading it at all, yet still gain access to the platform or services, "formally" expressing consent. According to Article 5 of the Law of the Republic of Uzbekistan "On Electronic Document Flow," an electronic document is information in electronic form, confirmed by an electronic digital signature and containing requisites allowing the identification of the document. This means that a scroll-wrap agreement, as an element of a digital user interface, can be qualified as an electronic document containing an offer and recorded acceptance behavior of the user. However, its legal validity depends on compliance with a number of conditions, such as the agreement text being presented in an accessible form before consent is expressed, the act of consent being clearly recorded, and the consenting party being identified through the platform's technical means.



CONCLUSION

Based on the foregoing, it can be concluded that the conclusion of contracts on digital platforms is accompanied by a number of systemic problems related to the formalization of consent, lack of transparency, and limited consumer ability to influence the terms of the transaction. Modern mechanisms for expressing consent - click agreements, scroll agreements, auto-renewals, as well as interactions through chatbots, voice commands, and smart devices - simplify user interaction but do not guarantee genuine voluntariness and awareness, which contradicts the classical principles of civil law. These shortcomings manifest in unreliable user identification, concealment of terms behind hyperlinks and lengthy texts, widespread use of standard-form contracts with an imbalance in bargaining power, and the absence of effective safeguards against unfair provisions. A particular concern is the unregulated nature of auto-renewal mechanisms, which increases the risk of hidden charges and imposed obligations, as well as the lack of standards for recording consent when using chatbots and smart devices. The national legislation of the Republic of Uzbekistan on consumer rights protection and electronic commerce only partially addresses these issues, leaving room for manipulative practices, including so-called "dark patterns." In this context, regulatory reform is necessary to establish clear requirements for the transparency of digital contracts, ensure the evidentiary value and voluntariness of consent, prevent unfair terms and hidden contractual mechanisms, and harmonize national practices with international standards of fairness and consumer protection. Such reform would strengthen trust in the digital economy and ensure material equality between the parties.

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