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СКЛАД ПРАВОВІДНОСИН З ЕЛЕКТРОННОЇ ТОРГІВЛІ В РАКУРСІ ЗАХИСТУ ПРАВ СПОЖИВАЧІВ

Анотація. Активізація інноваційних процесів у світовій практиці торгівлі зумовлює необхідність переосмислення методології управління на рівні суб'єктів економічної системи різних рівнів та типів. Придбання товарів через Інтернет стає все більш розповсюдженим явищем. Тому актуальність роботи не викликає сумнівів. Стаття присвячена проблемам правового регулювання відносин електронної торгівлі в Україні, що набула значного поширення завдяки численним перевагам для її учасників. Разом з тим, така торгівля може бути ризикованою для споживачів у разі зловживання продавцями своїми можливостями. Встановлено, що відносини, які виникають між покупцем і продавцем товарів, робіт та послуг в Інтернеті не відрізняються від традиційних правил купівлі-продажу і регулюються, зокрема, положеннями Цивільного кодексу України та Законом України «Про захист прав споживачів». Але прогалини в Законі України «Про електронну комерцію» створюють підґрунтя для зловживань. Цей Закон не є достатньо зрозумілим для пересічного споживача, оскільки в ньому відсутні ґрунтовні та прозорі положення про склад відносин е-торгівлі (суб'єкти, об'єкти, засоби регулювання), а також вимоги до особи, яка використовує такі ресурси, як Інтернет-магазин та/або торговельну Інтернет-платформу; схем зв'язків при е-торгівлі (особа, що пропонує товар через Інтернет-магазин, може бути його продавцем чи використовувати постачальників для надсилання товару покупцеві); змісту інформації, що повинна надаватися споживачу, та договорів зі споживачем за різних схем е-торгівлі; уповноваженого органу та саморегулювальних організацій із визначенням їх ролі у сфері е-торгівлі. Згаданий акт не регулює належним чином і відносини щодо відповідальності з урахуванням специфіки е-торгівлі. Все це свідчить про необхідність вдосконалення правового регулювання зазначених відносин з урахуванням потреб громадянського суспільства і цифрової економіки, що може бути забезпечено прийняттям нової, більш ґрунтовної і зрозумілої для споживачів редакції Закону «Про електронну комерцію».

Ключові слова: електронна торгівля/е-торгівля, склад відносин е-торгівлі, суб'єкти е-торгівлі, Інтернет-магазин, вдосконалення правового регулювання.

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COMPOSITION OF E-COMMERCE RELATIONSHIPS IN THE CONTEXT OF CONSUMER RIGHTS PROTECTION

Abstract. *Activation of innovation processes in the world trade practice necessitates a reinterpretation of the management methodology at the level of subjects of the economic system of different levels and types. Purchasing goods online is becoming more commonplace. Therefore, the relevance of the work is beyond doubt. The paper highlights the issues of legal regulation of e-commerce relations in Ukraine, which has become widespread due to numerous benefits for its participants. However, such commerce can be risky for consumers, should sellers abuse their capabilities. It is established that the relationships that arise between the buyer and seller of goods, works and services on the Internet do not differ from the traditional rules of sale and are regulated, in particular, by the provisions of the Civil Code of Ukraine and the Law of Ukraine "On Consumer Protection". But the loopholes in the Law of Ukraine "On E-Commerce" create grounds for abuse. This Law is not sufficiently understandable for the average consumer as it lacks sound and transparent provisions on the composition of e-commerce relationships (entities, objects, means of regulation), as well as requirements for the person using such resources as the online store and/or online trading platform; e-commerce communication schemes (a person who offers a product through an online store can be the seller of the product or use suppliers to send the product to the buyer); the content of the information to be provided to the consumer and the contracts with the consumer under various e-commerce schemes; authorized body and self-regulatory organizations, with definition of their role in the field of e-commerce. The aforementioned act does not properly regulate the relationship on liability, with consideration of the specificity of e-commerce. All of this testifies to the need to improve the legal regulation of these relations, taking into account the needs of civil society and the digital economy, which can be ensured by the adoption of a new, more substantive and consumer-friendly version of the Law "On E-Commerce".*

Key words: e-commerce, composition of e-commerce relations, subjects of e-commerce, online store, improvement of legal regulation.

INTRODUCTION

One of the key features of modern state-organized social life is the development of civil society institutions and digital technologies that have given rise to such phenomena as the digital (electronic) economy and e-business. At the same time, traditional problems remain relevant in such a society, among which the issue of consumer rights protection is of paramount importance. Moreover, this issue is exacerbated both in the perspective of civil society (the latter focused on the harmoniza-

tion of public interests and private interests of members of society, which do not conflict with the common good), and in view of the specificities of the digital economy (the use of information and communication technologies in business, including with e-commerce, not only has numerous benefits but is also associated with significant risks for participants in such relationships, the most vulnerable of which are consumers) [1–4]. In such circumstances, a significant role is played by statutory regulation, which should be adequate in relation to the state of said relations.

The adoption of the Law "On E-Commerce"¹ has largely contributed to improving such regulation, but there remain significant gaps in the current legislation governing the digital economy, including consumer rights protection mechanisms. This is largely due to the novelty and complexity of such relationships, their rapid development, the use of new communication schemes by businesses to minimize the costs of organizing and maintaining *electronic commerce* (hereinafter referred to as *e-commerce*). Consumer rights protection issues in the field of e-commerce as a component of e-commerce have been raised by a number of researchers, both by theorists (M.M. Kuzmin [5], A. M. Yazvins'ka [6], N.Yu. Golubeva [7], V. Zhelihovsky [8] and others) and by practitioners (Yu. Asadchev [9], V. Bunt [10], O. Fedyenko² and others). At the same time, the issues of complex e-commerce communication schemes that are not reflected in the legislation, which complicate and, in some cases, make it impossible to protect the consumer rights of such commerce, remain, despite their relevance, unexplored. However, these circumstances should not prevent the current e-commerce relationship status from being revealed in terms of its subjective composition and the ability to protect consumer rights in the event of applying complex links between the seller and the buyer using an online store and business partners/contractors on the part of the entity perceived by consumer as the seller, which is the purpose of this paper.

1. MATERIALS AND METHODS

To achieve this purpose, a number of scientific methods were applied: *analysis and synthesis* in determining the place and role of e-commerce and online trading platforms in the structure of e-commerce; *interpretation* (in determining the basic features of an online store), *dialectical* (on the development of these relationships, to which the legislator should timely respond), *systemic* (in identifying the use of various e-commerce schemes that affect the ability of consumers to protect their rights and legal interests); *generalization*, which made it possible to establish the basic properties of an online store as a special category of property and the related

¹ Law of Ukraine "On e-commerce". (2015, March). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19>

² Letter from the Chairman of the Board of Directors of the Internet Association of Ukraine O. Fedyenko No. 130/1-4 "On Amendments to the Law of Ukraine" On Protection of Consumer Rights "and certain legislative acts of Ukraine on measures for the de-activation of activities of sub- e-commerce objects". (2017, July). Retrieved from <http://inau.ua/document/lyst-no1301-4-vid-24072017-shchodo-projektu-zakonu-ukrayiny-pro-vnesennya-zmin-do-zakonu>

responsibilities of its owner/user, which eventually gave the opportunity to come up with proposals for improving the legal regulation of e-commerce in order to protect consumer rights.

Using the generalization method, it is established that the Internet, as a very important component of the information infrastructure, affects all components of information security. Therefore, the legal regulation of these relations should be implemented in all areas. There are two ways of defining the basics of public policy: 1) defining the basics of public policy and approving them with a statutory legal act; 2) the regulation of those real relationships that already exist. Among the various relationships that arise in the application of Internet technologies, it is necessary to distinguish those that by their nature perceive legal regulation, that is, can become legal relations. It should be noted that among experts there is a very negative attitude to the very idea of legal regulation of relationships that arise on the Internet. As there is John Barlow's "A Declaration of the Independence of Cyberspace", which proclaims the right to freedom of the Internet space and the principle that no country interferes in regulating Internet relations.

The method of analysis allowed to determine that the advantages of e-commerce, as a rule, are lower costs of doing business and, accordingly, lower price of the offered goods, convenience for potential consumers in finding the necessary goods, including those rare, hard to find in ordinary (physical) stores. However, in this area, there are significant security risks for the parties to these relationships in the event of unfairness of the partner/counterparty, in particular, for buyers (in terms of quality, completeness, receipt of the claimed product, the possibility of its exchange or return, compensation for related losses, confidential information leaks, etc.). As V. Zwass notes, absolute security in this area is hard to hope for [11].

2. RESULTS AND DISCUSSION

2.1 Analysis of the specifics of the development of e-commerce in the works of different researchers

To clarify the specifics of e-commerce, we should first of all refer to the works of researchers of these relations, in particular, V. Zwass [11], who outlines the main stages of the development of relations with e-business and e-commerce as its component, advantages and risks of using the information and communication technologies in the process of concluding and performing the sale and purchase agreement with the consumer, participants of such relations. This researcher links the rapid development of these relationships with the spread of the Internet and the advent of the World Wide Web (1991) and the first browser to access it (1993), and more recently the availability of high-speed Internet and mobile devices (including tablets, laptops, smartphones). E-commerce is conducted in consumer-oriented e-commerce sites (or markets) and in the supply chain operating on the Internet [12–15]. Consumer-oriented trading venues include large shopping malls, consumer auction platforms (including eBay – a trading website managed by a US-based company of

the same name [16]), multi-channel retailers (organizations engaged in retail sale of consumer goods) and numerous online stores. The so-called sharing economy allows for more efficient use of resources, while virtually instant access to services is provided by platforms at the request of potential consumers. As a result of establishing semi-permanent supply chains, hub-companies surround themselves with suppliers who perform most of the production tasks and supply goods and services to the central firm (and in Ukraine, as the experience shows, directly to the consumer in order to save on supplies to the central firm). The growth of e-commerce is facilitated by electronic directories and search engines for looking up information on the Internet, software agents or bots that act offline to search for a product in the system, digital authentication services that guarantee identity through the Internet. These intermediary services facilitate the sale of goods, the provision of various services (banking, ticket booking and stock market operations, services such as distance education and entertainment).

V. Zhelihovsky [8] points to two types of e-commerce (trade in information and trade in goods); distinguishes its components: networks (corporate; Internet; commercial); processes (market research; calculations; order performance; sales; support); subjects/participants (government; suppliers; sellers; users; manufacturers); conditions for the development of e-commerce (the conquest of consumer trust by companies using the Internet as a channel for distribution of products; ensuring the reliability of participants and their operations; creating the security of transmission and further storage of data in the Internet); composition of business operations necessary for e-commerce (contact, in particular, between potential customer and supplier; exchange of information; pre- and after-sales support – detailed information on products and services, product use instructions, customer's questions; sales; electronic payment by electronic money transfer, credit cards, electronic checks, electronic money); delivery management and tracking for physical products, direct delivery of products that can be distributed electronically.

He pays attention to such an unconventional subject as a virtual enterprise – a group of independent companies that unites – although without forming organizational unity in the form of a jointly created legal entity – their efforts to obtain opportunities to provide products and services that are not accessible to individual companies (distribution between members of a business process group, jointly managed by a central company and its trading partners, receiving new opportunities of suppliers and customers as a benefit of this form of cooperation; customer response; rapid response to demand; cost savings; reduced costs through lower costs for advertising, delivery (for goods that can be obtained electronically), design and production, market analysis, strategic planning, opportunities, etc.). He highlights a number of benefits of e-commerce (equal access to the market for large corporations and small firms; access to new markets; involvement of customers in the development and implementation of new products and services, etc.) and legal problems of e-commerce, including infor-

mation protection, consumer protection, liability, unification of national e-commerce legislation.

A. Shablyenko, analysing the relations that develop in the field of e-commerce [17], draws attention to their complexity both in terms of the processes and resources necessary for securing e-commerce, and in view of the subject composition. The latter, according to this researcher, includes two categories of persons: 1) "common subjects" – persons who can participate in civil relations in accordance with Art. 2 of the Civil Code of Ukraine¹ (legal entities and individuals, state of Ukraine, Autonomous Republic of Crimea, territorial communities, foreign states and other subjects of public law, all who are customers and suppliers of goods or services via the Internet); 2) special/institutional subjects "which are so-called "invisible" entities, but without them the process of e-commerce is impossible in the technological sense, they at different stages of the relationship can affect many conditions" (place and time and or performance of the agreement, message delivery confirmation, etc.). This category includes telecommunications operators and providers, payment system operators; registrars and administrators who assign network IDs, hosting providers; certification centres [17].

The peculiarities of the subjective composition of Internet relations are explored by R.E. Ennan [18], who attributes the following categories of persons to the scope of subjects:

1) telecommunication operators and providers, which ensure the functioning of the Internet as an information system and provide a number of necessary services: connection (providing access to the network); administration (ensuring the functioning of technical means of maintaining the Internet address space); hosting (placing customer information resources on web servers and providing access to these resources); network navigation services (creation of web portals that facilitate the search and access to network information resources);

2) manufacturers, owners and distributors of information and information resources that create content on the Internet (create electronic information resources, own the rights to them, ensure the functioning of these resources and meet the information needs of users);

3) entities providing specific services for concluding electronic (network) agreements (contracts) via the Internet, that is, all that is covered by the term "e-business (commerce)";

4) consumers (users) of telecommunication services (individuals and legal entities that need, order, receive telecommunication services for their own information needs). However, the said researcher attributes online shops, online casinos, online auctions, etc. to the third group of entities (according to his classification), although, in accordance with the Law "On E-Commerce" (Art. 3), an online store is a means of presenting or selling an item, job or service through an electronic transaction.

¹ Civil Code of Ukraine. (2019, November). Retrieved from <https://zakon.rada.gov.ua/laws/show/435-15>

The specifics of functioning of the online store (including from the technical aspect) are rather comprehensively highlighted by A. Vasilyuk [19]:

1) defining it as a software package that allows you to sell products or services over the Internet and automate business process management, as a specialized website owned by a manufacturer, a trading company, etc., designed to promote consumer products in the market, increase sales, attract new buyers;

2) emphasizing its advantages over a traditional store (a wide range of goods, unattainable for a retail store; 24-hour availability without breaks and weekends; saving time on purchases; lower prices for goods and services; convenience of payment);

3) highlighting the functional parts of online stores (product catalogue, search engine, shopping cart, registration form, order form);

4) dividing online stores into: (a) the criterion of the business model used for the online store, which is characterized by the absence of a traditional trading network and the combination of offline and online business (online store is created on the basis of a real trading structure); (b) on the basis of stock availability – stores working under supplier contracts (they do not have significant own stock) and stores with their own warehouse facilities and corresponding stock availability, and also raising the major issues of online shopping that arise at the intersection of Internet technology and traditional business activities, both psychological and emotional (compared to traditional trading with its inherent ability to view and evaluate the consumer of the product, its delivery, etc.), and the legal nature – legal regulation focuses mainly on traditional trade, and transparent and effective "rules of the game" in the field of its electronic version remain still desirable for consumers in the face of numerous violations of their rights, as evidenced by violations in this area [20–23].

2.2 Features of the analysis of e-commerce in the Ukrainian legislation

Recognizing the validity of most of the provisions of the aforementioned researchers, in view of this purpose, it is necessary to focus on the subjective composition of e-commerce, highlighting its direct participants (first of all, sellers and buyers-consumers, providers of information services on goods) and related by A. Shablyenko [17] to the category of "invisible" in the e-commerce process of entities (first of all, operators and telecommunication providers, providers of electronic trust services). Although these two categories of entities are important for establishing e-commerce relationships, let us focus on the first one – its direct participants, emphasized in the Law "On E-Commerce"¹, as well as on such e-commerce resources as an online store (and online trading platform (e-mall), which presents online stores of different entrepreneurs) [24].

In this regard, it is advisable to refer to the Law "On E-Commerce"², which defines e-commerce as an economic activity in the field of e-sale, sale of goods remotely to the

¹ Law of Ukraine "On e-commerce". (2015, March). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19>.

² *Ibidem*

buyer by making electronic transactions using information and telecommunication systems, and its subjects are, on the one hand, an entity of any legal form that sells goods, performs work, renders services using information and telecommunication systems, and on the other hand – a person who purchases, orders, uses the specified goods, works, services by means of electronic transaction (hereinafter referred to as the consumer).

The specified law more or less thoroughly defines the requirements for:

– 3 categories of subjects of e-commerce (Art. 6-9): (1) seller (performer, supplier) of goods, works, services, which is obliged to provide direct, simple, stable access to other participants in the field of e-commerce to such information (full name of the legal entity or surname, name, patronymic of the individual-entrepreneur; location of the legal entity or place of registration and place of actual residence of the individual-entrepreneur; e-mail address and/or online store address; identification code for the legal entity or the individual taxpayer card registration number for the individual-entrepreneur, or a series and passport number for the individual-entrepreneur who, due to their religious beliefs, refused to accept the individual taxpayer card registration number and officially notified the relevant authority of the state tax service, and bears a passport, license information (series, number, expiration date and date of issue), if the business is subject to licensing; regarding the inclusion of taxes in the calculation of the cost of goods, works, services and, in the case of delivery of goods, information on the cost of delivery; other information that is to be disclosed in accordance with the legislation; ensure full correspondence of the subject matter of the electronic agreement concluded by the parties with quantitative and qualitative characteristics; has the right to request from the other party only such information, without which the conclusion and performance of obligations under the electronic agreement is impossible; (2) the buyer (customer, consumer) of goods, works, services in the field of e-commerce, the rights and obligations of which are determined by the Law of Ukraine "On Consumer Rights Protection"¹, as well as Art. 7 of the Law "On E-commerce"² concerning: notification of the information necessary for the conclusion of the electronic agreement; (3) an e-commerce intermediary provider for disclosure of information depending on its role in the conclusion of the e-contract, including if it is the initiator of the transfer of information (Art. 9);

– order of electronic transactions (Art. 10-16), including distribution of commercial electronic communications in the field of e-commerce, which must meet the requirements of Art. 10, in particular, regarding their content; the order of conclusion of the e-contract, including its essential terms and conditions; the requirements for acceptance and the offer and the form of confirmation of the electronic transaction (in the form of electronic document, receipt, merchandise or cash receipt, ticket, coupon or other

¹ Law of Ukraine "On consumer rights protection". (1991, May). Retrieved from <https://zakon.rada.gov.ua/laws/show/1023-12>.

² Law of Ukraine "On e-commerce". (2015, March). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19>.

document at the time of the transaction or at the time of the seller's obligation to transfer the goods to the buyer); the confirmation of the electronic transaction must contain the following information: terms and conditions and procedure for the exchange (return) of the goods or refusal to perform work or render a service; the name of the seller (contractor, supplier), its location and the procedure for claiming the goods, works, services; warranties and information about other services related to the maintenance or repair of the product or the performance of the work or the rendering of the service; the procedure for termination of the agreement, if its validity period is not determined.

However, the rights of the buyer (customer, consumer) in the field of e-commerce are often violated in relation to:

- disclosure of the above information about the seller (because the consumer-only online store is only a means – a website for the promotion and sale of goods online, not an entity with a certain legal status), warranty, terms and conditions of return of goods;

- sending a confirmation of the conclusion of the electronic agreement and its terms and conditions in accordance with the requirements of the Law "On E-commerce", which reduces the ability of the consumer to protect their rights in the event of their violation;

- determining the seller's identity at the stage of ordering a product when it comes to selling through online stores without their own inventories (the buyer learns about the identity of the seller at the stage of receipt of the product without having the opportunity to verify their business reputation in this area in advance);

- opportunities for the consumer to determine (a) the specifics of the legal regime of the online store and online trading platform, including the obligatory identification of the identity of its owner (the person in whose name such site is registered or who actually uses such resource) with the relevant information about them (regarding legal form, address, identification code, etc.) that will determine at least to a certain extent (b) the integrity of the intent of the person who created or commissioned the site as an online store (the problem of fake sites is addressed by the cyber police through provision of guidance on how to identify them [25] in the absence of appropriate legal mechanisms (in particular, the ability of the consumer to identify the person in whose name the site is registered as an online store; the requirements for such a person in order to prevent abuse on their part);

- designation of a body, authorized and competent in the field of e-commerce regarding the possibility to detect violations in this field, to prosecute violators, to protect the rights of consumers.

At present, the reliance on the provisions of the Laws "On E-Commerce"¹ and "On Consumer Rights Protection"² is often in vain, since the former contains only reference

¹ Law of Ukraine "On e-commerce".(2015, March). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19>

² Law of Ukraine "On consumer rights protection". (1991, May). Retrieved from <https://zakon.rada.gov.ua/laws/show/1023-12>

provisions to the "law and treaty" (Articles 17–19) and the latter – in spite of the provisions on non-compliance with the requirements of the first of the mentioned laws on disclosure of information about the participants in the relationship and the offered goods (works, services) –¹, it does not properly consider the specificity of e-commerce (including the buyer/consumer's ability to confirm the fact of conclusion and content of electronic agreement, establishing the seller's identity because of the violation of obligations by the online store owner and using their suppliers to send the goods to the buyer, of which the latter only learns upon receipt of the goods) and the abilities of the body authorized in the matters of consumer rights protection to prosecute violators in this new field [20].

Liability issues in the field of e-commerce are raised by the aforementioned and other researchers [26], who propose ways to solve them, including amending the aforementioned laws². The government also addressed these issues by adopting the Concept of National Policy in the Field of Consumer Rights Protection for the Period up to 2020 [10], which emphasizes the problems of consumer vulnerability due to their weak protection by the state due to the declarative nature of the proclaimed rights and the lack of mechanisms for their realization and restoration. The purpose of this Concept is to create and implement an effective system of consumer protection in Ukraine on an EU basis, with consideration of the best practices of EU countries, and among its tasks is to ensure the protection of consumer rights in the field of e-commerce, performed by economic entities through information and telecommunication networks, including the Internet. Problem solving is possible by applying a comprehensive approach to solving consumer rights protection issues, which involves the development and interaction of all components of the consumer rights protection system in Ukraine³, in particular, and legal support.

As A.N. Novitsky points out [27], "the influence of Internet-related public relations management by public authorities in the world is steadily increasing" due to the transfer of various functions of ordinary public relations, including e-commerce, to the Internet. In this regard, there is an increasing "need for legal regulation of these relations, especially by specialized bodies of the state" [27]. However, the specificity of the Internet space (transnational in nature, huge number of users, specificity of technologies used) makes the classic form of legal regulation of public relations that have arisen in the field of Internet use, quite ineffective, which necessitates to address the international practices [28–30].

¹ Law of Ukraine "On consumer rights protection". (1991, May). Retrieved from <https://zakon.rada.gov.ua/laws/show/1023-12>.

² Draft Law on Amendments to the Law of Ukraine "On Consumer Rights Protection" and certain legislative acts of Ukraine on measures for the de-activation of the activities of e-commerce entities. (2017, July). Retrieved from http://w1.c1.rada.gov.ua/pls/zweb2/webproc4_1?pf3511=62329

³ Concept of state policy in the field of consumer rights protection up to 2020: Approved by the order of the Cabinet of Ministers of Ukraine. (2017, March). Retrieved from <http://www.kmu.gov.ua/control/uk/cardnpd?docid=249869713>

For this reason, we should refer to the EU practices¹, including: E-Commerce Directives on consumer awareness, protection of their interests by contacting the competent authority, adopting codes of conduct in the field, etc.

In these circumstances, the role of self-regulatory organizations, both at the transnational level and within Ukraine, is increasing, including conferring certain functions on them to regulate relations in the field. Focusing some of them (in particular, the Internet Association of Ukraine [31]) not only on protection of the interests of its members, but also on the establishment of civilized rules in the relevant field with balanced consideration of the public and private interests of the participants in the relations [31], testifies to the expediency of determining at the level the law of their role in regulating the said relations.

Such an improvement in e-commerce relations is possible by adopting a more substantive version of the Law "On E-Commerce"² than the current one, that would not only fundamentally, with consideration of EU practices [32–35], regulate these relations, but also make them transparent by providing an opportunity for average consumers to understand the specifics of such trade (the legal status of its participants, the legal regime of the resources used, e-commerce technology, including the information component, liability for infringements in this area and mechanisms for its enforcement, including authorized body, etc.) in order to have protection from abuse in this field without resorting to expensive services of lawyers. Legislation oriented on civilised regulation of e-commerce relations and strengthening of the role of self-regulatory organizations in this field will facilitate the development of civil society institutions and the digitization of economic relations in line with the government's decisions³.

CONCLUSIONS

To summarize the research, we should emphasize the following issues of e-commerce: the composition of relations arising in this field is complicated: apart from

¹ Directive 2011/83 / EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13 / EEC and European Parliament and Council Directive 1999/44 / EC and repealing Council Directive 85/577 / EEC and Directive 97/7 / EC of the European Parliament and of the Council. Retrieved from <http://eur-lex.europa.eu> ; Directive 2000/31 / EC of the European Parliament and of the Council of 2000/8 / EC of the European Parliament and of the Council of 22 June 2000 on certain information society services services, in particular electronic commerce, in the internal market ("Directive on electronic commerce"). Retrieved from <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32000L0031>.

² Law of Ukraine dated 09/3/2015 "On e-commerce". Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19>.

³ National Strategy for Promoting the Development of Civil Society in Ukraine for 2016-2020: Zat. By Decree of the President of Ukraine dated February 26, 2016, No. 68/2016. Official Bulletin of Ukraine, 2016, No. 18, art. 716. The same thing. Retrieved from <https://www.kmu.gov.ua/ua/gromadskosti/gromadyanske-suspilstvo-i-vlada/spriyannya-rozvitku-gromadyanskogo-suspilstva/nacionalna-strategiya-spriyannya-rozvitku-gromadyanskogo-suspilstva-v-ukrayini-na-2016-2020-roki>; On approval of the Concept of development of the digital economy and society of Ukraine for 2018-2020 and approval of the plan of measures for its implementation: Order of the Cabinet of Ministers of Ukraine dated January 17, 2018, No. 67-r. Retrieved from <http://zakon2.rada.gov.ua/laws/show/67-2018-%D1%80/page2>.

the traditional components (subject composition: economic entities with the status of sole proprietorship – individual or business organization with the status of legal entity), we encounter virtual groups of such entities using the same online store, the same online trading platform to promote their goods to consumers; objects (property in physical form – goods ordered by the consumer, warehouses or delivery points of ordered goods, such as telecommunication networks and structures, by means of which information is transferred/exchanged between the said entities regarding the advertising and offer of goods, their order, as well as virtual objects – e-commerce, online trading platform, electronic resources used in the process of establishing e-commerce relationships); legal regulation of e-commerce relationships is not transparent to the average consumer, who usually seems to be dealing with the online store as a seller, though such a store is only a site administered by interested parties who may act as a seller or mediator.

In addition, it is difficult to call the Law “On E-Commerce” profound, the one that considers the provisions of the relevant EU directives, despite Ukraine's official course on adapting their provisions in national legislation. Such a situation contradicts our country's course on civil society development and overcoming digital inequality, since the specified law does not properly consider consumer rights regarding protection of their interests in dealing with a seller, the information on whom is often absent from an online store or online platform, and obtaining it depends on digital skills that have not yet become commonplace for the average consumer. The way out of this difficult situation is seen in the adoption of a new, much more substantiated than the current one, and understandable for average citizens wording of the Law "On E-commerce", which defines (a) the content of the concepts used in this field, (b) the legal status e-commerce participants, depending on their role in establishing e-commerce relationships, including obligations of informational nature before the consumers, (c) the relationship schemes applicable in this field and the persons responsible before the consumer in the event of use of the supplier of goods in the chain e-commerce as a direct participant of these relations, (d) a body authorized in this field with the definition of its rights and responsibilities, (e) the role of self-regulatory organizations in the field of e-commerce, the criteria for delegation of individual powers of the state to them, the place of business rules ethics established by such organizations in the system of rules governing e-commerce relationships, (e) the legal regime of the e-commerce and online trading platform, (e) sanctions applicable to e-commerce violations, and procedure for their enforcement.

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