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LEGAL PROBLEMS OF CONSUMER RIGHTS PROTECTION IN THE CONTEXT OF ELECTRONIC COMMERCE (ONLINE SHOPPING)

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ABSTRACT

This article examines the legal problems of consumer rights protection in electronic commerce, with particular emphasis on the legislation and enforcement practice of the Republic of Uzbekistan. Using normative, comparative-legal, systemic-functional, and statistical methods, the study analyzes national legislation governing consumer protection, electronic commerce, advertising, personal data, and payment systems in conjunction with relevant international standards and foreign regulatory experience. The findings identify several interconnected problems, including deficiencies in trader identification, uncertainty regarding marketplace liability, the absence of a comprehensive mechanism regulating the consumer’s right to withdraw from distance contracts, evidentiary inequality between the parties, delayed refunds, inadequate protection of personal data, and limited access to effective legal remedies in cross-border transactions. The article also proposes a five-stage model of digital consumer protection encompassing transaction transparency, platform accountability, substantive consumer remedies, procedural and evidentiary safeguards, and coordinated public digital enforcement.

ЮРИДИЧЕСКИЕ ПРОБЛЕМЫ ЗАЩИТЫ ПРАВ ПОТРЕБИТЕЛЕЙ В КОНТЕКСТЕ ЭЛЕКТРОННОЙ КОММЕРЦИИ (ОНЛАЙН-ПОКУПОК)

ИНФОРМАЦИЯ СТАТЬИ

Ключевые слова:

электронная коммерция,
онлайн-покупки,
права потребителей,
цифровая платформа,
онлайн-маркетплейс,
дистанционный договор,
манипулятивные цифровые
практики, персональные
данные, онлайн-разрешение
споров, Узбекистан.

АННОТАЦИЯ

В статье исследуются правовые проблемы защиты прав потребителей в сфере электронной коммерции с особым вниманием к законодательству и правоприменительной практике Республики Узбекистан. На основе нормативного, сравнительно-правового, системно-функционального и статистического методов анализируется национальное законодательство о защите прав потребителей, электронной коммерции, рекламе, персональных данных и платёжных системах во взаимосвязи с соответствующими международными стандартами и зарубежным опытом правового регулирования. В результате исследования выявлены взаимосвязанные проблемы, включая недостатки идентификации продавцов, неопределённость ответственности маркетплейсов, отсутствие комплексного механизма регулирования права потребителя на отказ от дистанционного договора, неравенство сторон в представлении доказательств, несвоевременный возврат денежных средств, недостаточную защиту персональных данных и ограниченность эффективных средств правовой защиты при трансграничных сделках. Кроме того, предлагается пятиэтапная модель цифровой защиты потребителей, охватывающая прозрачность сделок, ответственность платформ, материально-правовые средства защиты прав потребителей, процессуальные и доказательственные гарантии, а также скоординированный государственный цифровой контроль.

ELEKTRON TIJORAT (ONLAYN SHOPPING) SHAROITIDA ISTE'MOLCHILAR HUQUQLARINI HIMOYA QILISHNING HUQUQIY MUAMMOLARI

MAQOLA MA'LUMOTI

Kalit so'zlar:

elektron tijorat,
onlayn xaridlar,
iste'molchilar huquqlari,
raqamli platforma,
onlayn bozor,

ANNOTATSIYA

Mazkur maqolada elektron tijorat sohasida iste'molchilar huquqlarini himoya qilishning huquqiy muammolari O'zbekiston Respublikasi qonunchiligi va huquqni qo'llash amaliyotiga alohida e'tibor qaratilgan holda tadqiq etiladi. Normativ, qiyosiy-huquqiy, tizimli-funksional va statistik metodlar asosida iste'molchilar huquqlarini himoya qilish, elektron tijorat, reklama, shaxsga doir ma'lumotlar va

*masofaviy shartnoma,
shaxsiy ma'lumotlar,
nizolarni onlayn hal qilish,
O'zbekiston.*

to'lov tizimlariga oid milliy qonunchilik tegishli xalqaro standartlar hamda xorijiy davlatlarning huquqiy tartibga solish tajribasi bilan birgalikda tahlil qilinadi. Tadqiqot natijasida sotuvchilarni identifikatsiya qilishdagi kamchiliklar, marketplace'lar javobgarligining noaniqligi, masofaviy shartnomalar bo'yicha iste'molchining shartnomadan voz kechish huquqini kompleks tartibga soluvchi mexanizmning mavjud emasligi, dalillarni taqdim etishdagi nomutanosiblik, pul mablag'larining kechiktirib qaytarilishi, shaxsga doir ma'lumotlarning yetarli darajada himoya qilinmasligi hamda transchegaraviy bitimlarda samarali huquqiy himoya vositalarining cheklanganligi kabi o'zaro bog'liq muammolar aniqlandi. Shuningdek, bitimlarning shaffofligi, platformalar javobgarligi, iste'molchilar huquqlarini moddiy-huquqiy himoya qilish vositalari, protsessual va daliliy kafolatlar hamda muvofiqlashtirilgan davlat raqamli nazoratini qamrab oluvchi raqamli iste'molchilarni himoya qilishning besh bosqichli modeli taklif etiladi.

INTRODUCTION

Electronic commerce has changed not only the method by which goods and services are purchased but also the legal architecture of the consumer transaction. A conventional retail sale generally allows the consumer to inspect the goods, identify the seller, receive documentary proof of purchase and address a complaint to a physically accessible business. Online shopping separates the parties in space, relies on electronic interfaces and automated payment systems, and often distributes contractual functions among the seller, marketplace operator, logistics provider, payment organization and advertising intermediary. The resulting fragmentation creates legal uncertainty precisely where the consumer has the least bargaining power and information.

The economic and social relevance of this problem is increasing in Uzbekistan. According to the National Statistics Committee, 94.2 per cent of the population used the Internet during January–August 2025, compared with 76.6 per cent in 2021 [1]. Retail turnover reached UZS 482.4 trillion in 2025, an 11.2 per cent increase over 2024 [2]. These aggregate indicators do not measure online retail separately, but they show the expanding digital and commercial environment in which online consumer relations develop. Enforcement data are more specific. The Competition Promotion and Consumer Protection Committee reported about 3,100 e-commerce complaints in 2025 and secured UZS 7.3 billion in recalculations in consumers' favour [3]. In the first quarter of 2026, the Committee received 1,657 complaints

concerning 111 e-commerce entities; 983 complaints, or approximately 60 per cent, were resolved positively for consumers [4].

Uzbekistan has established a basic legal framework through the Law “On Protection of Consumer Rights” No. 221-I of 26 April 1996 and the revised Law “On Electronic Commerce” No. ZRU-792 of 29 September 2022 [6, 7]. These acts are supplemented by the Civil Code, the Law “On Advertising” No. ZRU-776, the Law “On Personal Data” No. ZRU-547, and the Law “On Payments and Payment Systems” No. ZRU-578 [8-11]. The framework recognizes electronic contracts and establishes general duties relating to information, product quality and performance. Nevertheless, many of its concepts were designed around a bilateral seller-consumer transaction, whereas contemporary e-commerce is increasingly organized by multi-sided platforms whose technical design, ranking systems, payment architecture and data practices determine the consumer’s decision and ability to obtain redress.

International standards require equivalent and effective protection online and offline. The OECD Recommendation on Consumer Protection in E-Commerce emphasizes fair commercial practices, clear disclosure, confirmation of transactions, secure payments, privacy, education and accessible dispute resolution [12]. OECD research further shows that e-commerce detriment is not exceptional: in a cross-country survey, half of online consumers experienced at least one problem during the preceding year, while post-redress financial harm reached up to 3.1 per cent of e-commerce market size in some surveyed jurisdictions [13]. In 2024, an OECD survey involving more than 35,000 respondents in 20 countries found that nine out of ten consumers had encountered dark commercial patterns, including hidden charges, countdown timers and subscription traps [14].

METHODS

The normative basis of the study consists of the Constitution and Civil Code of the Republic of Uzbekistan; the Law “On Protection of Consumer Rights” No. 221-I; the Law “On Electronic Commerce” No. ZRU-792; the Law “On Advertising” No. ZRU-776; the Law “On Personal Data” No. ZRU-547; the Law “On Payments and Payment Systems” No. ZRU-578; and subordinate rules relevant to retail trade, electronic contracting and personal-data processing [6-11]. The institutional materials include official publications of the Competition Promotion and Consumer Protection Committee and the National Statistics Committee [1-5]. Legislation was examined in the version in force on 14 August 2026.

For comparative analysis, the study uses the OECD Recommendation on Consumer

Protection in E-Commerce and related OECD policy papers on online advertising, consumer data, ratings and reviews, dark commercial patterns and financial consumer detriment [12-16]. The European Union Consumer Rights Directive 2011/83/EU, Unfair Commercial Practices Directive 2005/29/EC, Digital Services Act and General Data Protection Regulation were examined as examples of a more differentiated regulatory approach to distance contracts, platform traceability, manipulative interfaces and personal-data processing [17-20]. These instruments are not treated as mechanically transferable models; they are used to identify functional solutions adaptable to Uzbekistan's legal system. The empirical and doctrinal findings of Mathur et al., Luguri and Strahilevitz, and Riefa were used to test whether the gaps identified in national law are also recognized in international research [21-23].

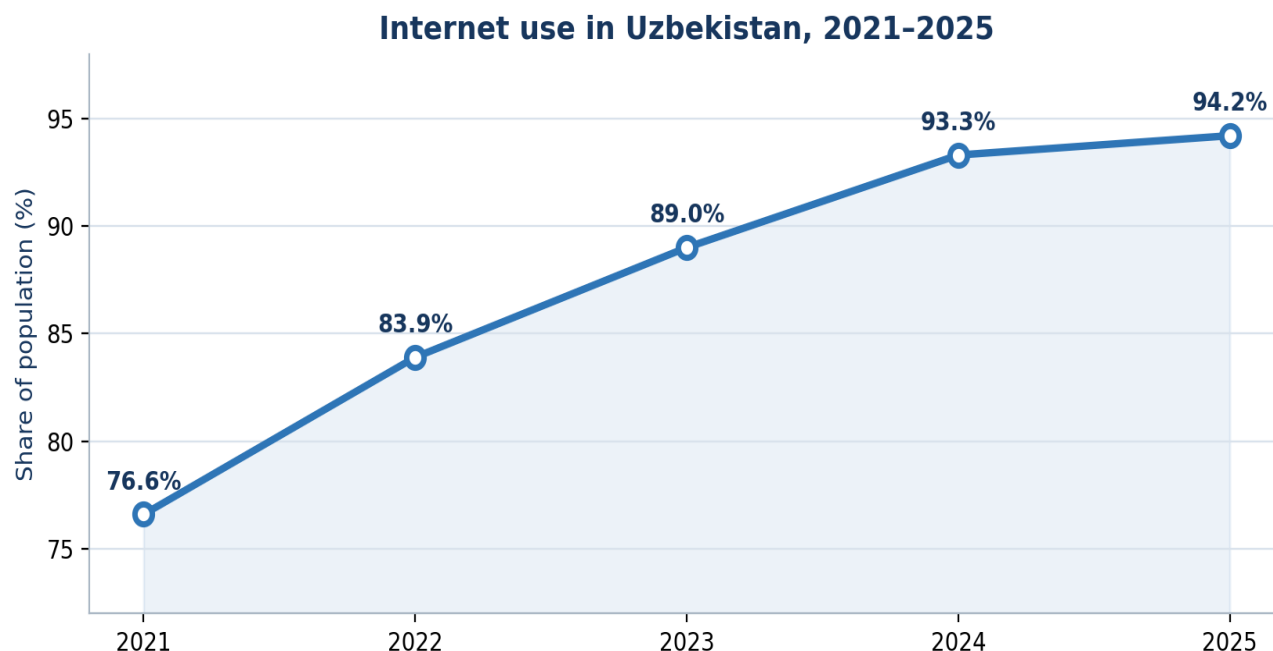
The normative method was applied to determine the scope and interaction of consumer, civil, electronic-commerce, advertising and data-protection rules. The comparative-legal method was used to contrast national regulation with international standards. The systemic-functional method mapped the consumer's journey from exposure to online advertising through ordering, payment, delivery, complaint and redress, allowing legal gaps to be located at each stage. The statistical method was used to interpret official indicators and complaint data. The study is doctrinal and does not claim that the available complaint figures represent the prevalence of all online consumer harm; they reflect reported cases and are used as evidence of recurring categories of dispute.

RESULTS

The analysis identifies eight interrelated legal problems that reduce the effectiveness of consumer protection in online shopping. They arise at different stages of the digital transaction but share a common cause: the law does not yet fully account for the platform's control over information, interface design, payment, evidence and access to the trader.

The quantitative context is shown in Figure 1. The increase of 17.6 percentage points between 2021 and January–August 2025 does not itself measure e-commerce activity, but it indicates rapid growth in the population exposed to digital contracting risks. The 2025 value is a partial-year observation and is therefore presented as such rather than as a completed annual indicator.

Figure 1. Share of Uzbekistan’s population using the Internet, 2021–2025 (%).

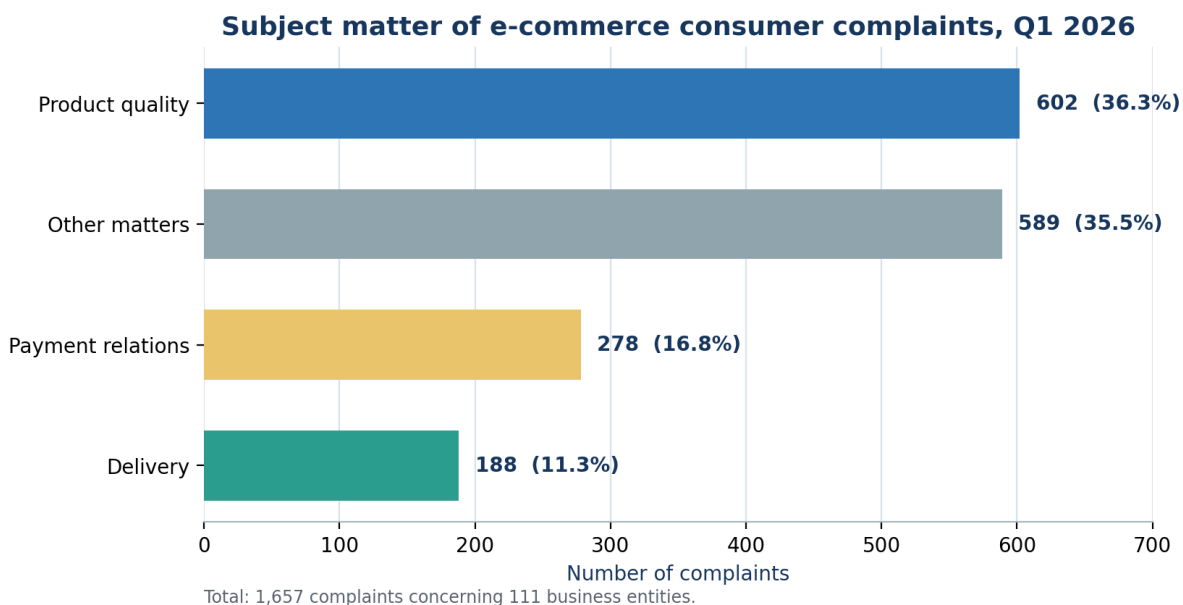


Note: 2025 covers January–August; earlier values are annual.

Source: prepared by the author from National Statistics Committee data [1].

The structure of reported complaints provides a more direct picture of consumer detriment. In the first quarter of 2026, product quality was the largest expressly identified category (602 complaints; 36.3 per cent), followed by payment relations (278; 16.8 per cent) and delivery (188; 11.3 per cent). The remaining 589 complaints concerned other matters. Because complaint statistics reflect reporting behaviour, institutional classification and access to redress, they must not be treated as a population-wide prevalence estimate.

Figure 2. Subject matter of e-commerce consumer complaints, first quarter of 2026.



Source: prepared by the author from Competition Promotion and Consumer Protection Committee data [4].

Table 1 maps the principal national rules to the transaction risks identified by the study. It shows that Uzbekistan already has a substantial legal foundation; the central problem is fragmentation and the absence of several digital-specific remedies.

Table 1. Principal legislation governing online consumer transactions in Uzbekistan

Instrument and key provisions	Regulatory function	Gap revealed by the analysis
Constitution of the Republic of Uzbekistan, Arts. 33 and 55	Access to information and judicial protection as constitutional foundations	Does not supply transaction-specific digital procedures
Law “On Protection of Consumer Rights,” Arts. 4–7, 13–21, 28 ¹ and 29	Information rights, quality remedies, invalidity of rights-restricting terms, information-system sales and judicial protection	Art. 28 ¹ regulates disclosure and non-conformity but does not create a comprehensive unconditional withdrawal regime for conforming distance purchases

Instrument and key provisions	Regulatory function	Gap revealed by the analysis
Law “On Electronic Commerce,” Arts. 3–4, 9, 12–13, 17, 21 and 25–28	Defines marketplace actors, establishes disclosure and record duties, and regulates contracting, delivery, replacement, refunds and disputes	Platform responsibility remains largely role-based; Art. 28 provides only a general dispute rule and no dedicated consumer ODR procedure
Law “On Advertising”	Truthfulness and fairness of commercial communications	Interface manipulation, ranking design and review authenticity require more explicit rules
Law “On Personal Data”	Lawful, purpose-limited and secure processing of consumer data	Weak operational connection between data misuse and unfair-commercial-practice remedies
Law “On Payments and Payment Systems”	Payment services, authorization and system operation	No unified consumer-facing mechanism automatically linking contract cancellation, instalment suspension and payment reversal

Source: developed by the author from the legislation in force on 14 August 2026 [6–11].

1. Trader identification and pre-contractual transparency

A consumer cannot effectively exercise rights against an unidentified or inaccurately identified trader. Online listings may display a shop name or account nickname without sufficiently prominent information about the legal name, registration status, geographic address, contact details, return address and responsible marketplace operator. General disclosure duties exist, but the practical problem is the fragmentation and placement of information across several interface layers. Information that is formally available through a hyperlink may not be functionally accessible before the order is placed. Effective transparency therefore requires standardized, prominent and machine-verifiable trader identification on the product page and order confirmation, rather than mere inclusion somewhere in platform terms.

2. Uncertain legal responsibility of online marketplaces

The platform may describe itself as a neutral intermediary even when it controls seller admission, product ranking, payment collection, standard contractual terms, advertising labels, logistics, complaint channels and account suspension. A rule based only on formal contractual

status may allow the entity with the greatest practical control to avoid responsibility. Conversely, imposing unconditional liability for every third-party sale could discourage legitimate intermediation. The appropriate solution is functional liability: the platform should bear direct responsibility for its own representations, interface design, payment and complaint functions, and should share liability where it fails to verify a trader, conceals trader identity, presents itself as the seller, exercises decisive control over the transaction, or continues to distribute a product after receiving substantiated notice of illegality or danger.

3. Absence of a comprehensive withdrawal right for distance contracts

General rules on defective goods do not fully protect an online consumer who receives a conforming product that cannot be adequately evaluated before delivery. Size, colour, texture, compatibility and practical suitability may differ from the consumer's reasonable perception based on digital content. A distinct right to withdraw from a distance contract within a defined cooling-off period is therefore justified by information asymmetry rather than by product defect. Such a right should include clear exceptions for customized goods, rapidly perishable goods, unsealed hygiene products and fully supplied digital content where performance began with informed consent. The withdrawal notice should be possible through the same interface used to make the purchase, and the trader should refund all mandatory payments within a fixed deadline after receiving the goods or proof of return.

4. Dark commercial patterns, personalized advertising and unreliable reviews

Digital interfaces can influence consumer autonomy through preselected options, hidden fees, false scarcity, confirm-shaming, difficult cancellation paths, subscription traps and repeated prompts. These practices do not fit neatly within rules aimed at factually false advertising because the harm may arise from architecture rather than a single false statement. Personalized ranking can also exploit behavioural data while obscuring whether a result is organic, sponsored or individually targeted. Fake and incentivized reviews distort the informational function of the marketplace. Consumer law should therefore expressly prohibit interface design that materially impairs free and informed choice, require disclosure of ranking parameters and paid placement, and obligate platforms publishing reviews to take reasonable steps to verify that reviews originate from actual users or clearly identify incentives.

5. Digital evidence and burden-of-proof asymmetry

In online disputes, the decisive evidence—version of the product page, advertised price, consent log, clickstream, order confirmation, internal correspondence, payment status and

seller-account information—is usually controlled by the trader or platform. A screenshot retained by the consumer may be incomplete or challenged as unauthentic, while online content may change immediately after a complaint. General evidentiary rules do not fully resolve this asymmetry. The law should impose minimum retention duties for transaction records and material representations, provide consumers with downloadable confirmations, and authorize courts and the competent authority to order disclosure of platform-controlled records. Where a business fails to preserve legally required records, factual uncertainty arising from that failure should be interpreted in favour of the consumer.

6. Cross-border transactions and limited online redress

Online marketplaces make foreign sellers accessible to domestic consumers, but cross-border disputes create difficulties concerning applicable law, jurisdiction, service of documents, language, enforcement and product returns. The value of many individual claims is too low to justify ordinary litigation. A national online dispute-resolution mechanism should therefore permit electronic filing, standardized evidence submission, platform participation, mediation and enforceable settlement for low-value consumer claims. Marketplace operators serving consumers in Uzbekistan should be required to designate a domestic electronic contact for regulatory notices and consumer complaints, without prejudice to judicial remedies.

DISCUSSION

The results demonstrate that online consumer protection cannot be reduced to transferring traditional retail rules to an electronic format. The core legal transformation is the redistribution of control. The seller may own the goods, but the marketplace often controls visibility, information architecture, contracting technology, payment flow and the complaint channel. Regulation should accordingly focus on control and capacity to prevent harm, not exclusively on the formal label chosen in platform terms.

This conclusion corresponds with, but also extends, the existing research. Mathur et al. and Luguri and Strahilevitz explain how interface architecture can steer decisions without a conventionally false factual statement [21, 22]. Their work supports an explicit statutory category of manipulative digital practices. Riefa emphasizes the mismatch between the platform's economic power and the legal protections traditionally available against it [23]. The present study develops that argument in the Uzbek context by proposing a functional liability test: liability should follow verification failure, transactional control, platform representations, payment control and the capacity to prevent or stop the harm. At the same time, the test avoids

treating every technical intermediary as the seller; proportionality remains necessary.

The OECD principle that consumers should receive transparent and effective protection in e-commerce at a level not lower than that afforded in other forms of commerce provides the correct baseline [12]. Yet equivalence does not mean identical rules. Distance selling requires additional safeguards because the consumer cannot physically inspect the product and because essential evidence is generated and retained by business systems. A cooling-off period, transaction-record duties and interface-based cancellation are therefore not privileges; they are compensatory mechanisms addressing structural information and evidence asymmetry.

Comparative European rules support this differentiated approach. Directive 2011/83/EU provides a 14-day withdrawal period for most distance contracts and requires extensive pre-contractual information [17]. The Unfair Commercial Practices Directive, as developed in the digital context, addresses misleading and aggressive practices [18]. The Digital Services Act introduces trader traceability duties for online marketplaces and prohibits certain interface practices, while preserving a differentiated liability framework [19]. The GDPR supplies rules on transparency, lawful processing and data-subject rights that can operate alongside consumer law [20]. Uzbekistan need not reproduce these instruments verbatim, but their functional elements reveal where general contractual rules are insufficient.

The national analysis produces a similar result from different legal starting points. Article 28¹ of the Law “On Protection of Consumer Rights” already contains a valuable digital-sales rule: it requires pre-contractual information and provides remedies when goods do not correspond to the sample or description. Articles 25–27 of the Law “On Electronic Commerce” regulate delivery, replacement and refunds, including a monetary sanction for delay. These provisions should be preserved. The deficiency is that they do not yet form a single coherent distance-contract regime covering withdrawal from a conforming purchase, platform traceability, evidence retention, linked-payment cancellation and online redress. Reform should therefore coordinate existing norms rather than duplicate or displace them.

The article proposes a five-layer model of digital consumer protection. The first layer is transaction transparency: verified trader identity, total price, material product characteristics, ranking disclosures and durable order confirmation. The second is platform accountability: due diligence in trader admission, responsibility for platform representations, notice-and-action procedures, and joint liability where platform control or verification failure materially contributes to harm. The third is substantive remedies: withdrawal, repair, replacement, price

reduction, termination, refund and payment reversal. The fourth is procedural and evidentiary protection: preservation and disclosure of electronic records, burden-of-proof adjustment, collective representation and online dispute resolution. The fifth is public digital enforcement: complaint-data analysis, coordinated supervision, interface audits, rapid restriction of repeat offenders and publication of compliance indicators.

This model also clarifies the relationship between private and public enforcement. Individual remedies compensate a consumer but may not change a platform design affecting thousands of users. Administrative enforcement can order cessation of an unfair practice and prevent future harm, while courts protect individual and collective rights. Effective policy therefore requires data exchange between platforms, payment organizations and the competent authority, subject to personal-data safeguards. The planned expansion of electronic consumer-complaint systems in Uzbekistan may provide an institutional foundation for such coordination, provided that submission, evidence tracking, business response and outcome monitoring are integrated rather than treated as separate processes.

A central legislative recommendation is to insert a dedicated chapter on distance and platform-mediated consumer contracts into the Law “On Protection of Consumer Rights,” coordinated with the Law “On Electronic Commerce.” The chapter should define an online marketplace, trader, distance contract, digital content, dark commercial pattern and durable medium; establish mandatory pre-contractual disclosures and a cooling-off period; regulate platform duties and joint liability; set refund deadlines; and preserve the consumer’s right to judicial protection. The Law “On Electronic Commerce” should complement these rules by establishing seller-verification, transaction-record and electronic-contact obligations for platform operators.

Enforcement rules should be proportionate. Small businesses should not face the same technical duties as dominant marketplaces, but minimum seller identity, truthful information and refund obligations must apply universally. Enhanced duties should attach to platforms according to their role, transaction volume, control and systemic risk. Vulnerable consumers—including children, older persons and users with limited digital literacy—require special attention because manipulative interfaces and subscription traps exploit differences in experience and cognitive capacity.

The study has limitations. Official complaint data do not isolate every category of e-commerce harm and may understate problems that consumers do not report. The analysis is

doctrinal and does not include a survey of consumers or platform terms. Future empirical research should examine complaint outcomes, refund time, prevalence of hidden charges, authenticity of online reviews, dispute-resolution duration and the accessibility of withdrawal mechanisms across major platforms operating in Uzbekistan.

CONCLUSION

Electronic commerce expands consumer choice and market access, but it also creates a legally asymmetric environment in which businesses and platforms control identity information, interface design, payment architecture, transaction evidence and complaint channels. Uzbekistan's current legal framework provides essential general rights but does not yet regulate all consequences of platform-mediated and data-driven commerce with sufficient precision.

The principal gaps concern trader traceability, allocation of marketplace liability, withdrawal from distance contracts, dark patterns and online reviews, preservation of digital evidence, refunds and linked payment obligations, consumer-data practices, and cross-border redress. These gaps are interconnected and cannot be solved through disclosure alone. Effective protection requires substantive remedies, procedural safeguards, technological duties and coordinated enforcement.

Accordingly, the legislation should adopt the proposed five-layer model: transaction transparency; platform accountability; substantive remedies; procedural and evidentiary safeguards; and public digital enforcement. Priority reforms should include a statutory cooling-off period with justified exceptions, verified seller profiles, functional and joint platform liability in defined cases, explicit prohibition of dark patterns, mandatory retention of transaction records, fixed refund deadlines, interoperable cancellation of linked payments, and an accessible online dispute-resolution mechanism. Such reforms would preserve the innovative benefits of electronic commerce while ensuring that digitalization strengthens rather than weakens the constitutional values of legal certainty, human dignity and effective protection of rights.

REFERENCES

1. National Statistics Committee of the Republic of Uzbekistan. (2025, September 29). *94.2% of Uzbekistan's population uses the Internet*. <https://stat.uz/en/press-center/news-of-committee/64213-zbekiston-a-olisining-94-2-foizi-internetdan-fojhdalanadi-4>
2. National Statistics Committee of the Republic of Uzbekistan. (2026, January 22). *The volume of wholesale trade reached 543.3 trillion soums*. <https://stat.uz/en/press-center/news-of-committee/66440-ulgurzhi-savdo-tovar-ajlanmasi-azhmi-543-3-trln-s-mga-etdi-4>
3. Competition Promotion and Consumer Protection Committee of the Republic of Uzbekistan. (2026, February 11). *UZS 7.3 billion was recalculated in favour of citizens following e-commerce complaints in 2025*. <https://raqobat.gov.uz/uz/raqobat-qomitasi-tomonidan-elektron-tijorat-sohasidagi-murojatlar-asosida-7-3-mlrd-som-mablag-fuqarolar-foydasi-ga-qayta-hisob-kitob-qilinishi-taminlandi/>
4. Competition Promotion and Consumer Protection Committee of the Republic of Uzbekistan. (2026, April 27). *Consumer protection in the e-commerce market: Existing problems and proposed solutions*. <https://raqobat.gov.uz/uz/raqobat-qomitasining-elektron-tijorat-bozorida-istemolchilar-huquqlarini-himoya-qilish-mavjud-muammolar-va-ularning-yechimlari-yuzasidan-takliflari/>
5. Competition Promotion and Consumer Protection Committee of the Republic of Uzbekistan. (2026, April 29). *Consumer applications concerning online commerce are being systematically reviewed and promptly addressed*. <https://raqobat.gov.uz/uz/raqobat-qomitasiga-istemolchilardan-onlayn-savdo-sohasida-kelib-tushayotgan-murojaatlar-tizimli-organilib-tezkor-va-samarali-choralar-korilmoqda/>
6. Republic of Uzbekistan. (1996, April 26). *Law No. 221-I "On Protection of Consumer Rights"* (current consolidated text). LexUZ. <https://lex.uz/docs/-4704>
7. Republic of Uzbekistan. (2022, September 29). *Law No. ZRU-792 "On Electronic Commerce"* (current consolidated text). LexUZ. <https://lex.uz/docs/-6213382>
8. Republic of Uzbekistan. (1995–1996). *Civil Code of the Republic of Uzbekistan* (Parts One and Two; current consolidated texts). LexUZ. <https://lex.uz/docs/-111189>; <https://lex.uz/docs/-180552>
9. Republic of Uzbekistan. (2022, June 7). *Law No. ZRU-776 "On Advertising"* (current consolidated text). LexUZ. <https://lex.uz/docs/-6052631>
10. Republic of Uzbekistan. (2019, July 2). *Law No. ZRU-547 "On Personal Data"* (current consolidated text). LexUZ. <https://lex.uz/docs/-4396419>
11. Republic of Uzbekistan. (2019, November 1). *Law No. ZRU-578 "On Payments and Payment Systems"* (current consolidated text). LexUZ. <https://lex.uz/docs/-4575786>
12. Organisation for Economic Co-operation and Development. (2016). *OECD recommendation of the Council on consumer protection in e-commerce*. OECD Publishing. <https://doi.org/10.1787/9789264255258-en>
13. Organisation for Economic Co-operation and Development. (2022). *Measuring financial consumer detriment in e-commerce* (OECD Digital Economy Papers No. 326). OECD Publishing. <https://doi.org/10.1787/4055c40e-en>

14. Organisation for Economic Co-operation and Development. (2024, October 9). *Stronger consumer protections needed to address current and emerging harms consumers face online*. <https://www.oecd.org/en/about/news/press-releases/2024/10/stronger-consumer-protections-needed-to-address-current-and-emerging-harms-consumers-face-online.html>
15. Organisation for Economic Co-operation and Development. (2019). *Good practice guide on online consumer ratings and reviews* (OECD Digital Economy Papers No. 288). OECD Publishing. <https://doi.org/10.1787/0f9362cf-en>
16. Organisation for Economic Co-operation and Development. (2019). *Good practice guide on consumer data* (OECD Digital Economy Papers No. 290). OECD Publishing. <https://doi.org/10.1787/e0040128-en>
17. European Parliament & Council of the European Union. (2011). Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights. *Official Journal of the European Union*, L 304, 64–88. <https://eur-lex.europa.eu/eli/dir/2011/83/oj>
18. European Parliament & Council of the European Union. (2005). Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices. *Official Journal of the European Union*, L 149, 22–39. <https://eur-lex.europa.eu/eli/dir/2005/29/oj>
19. European Parliament & Council of the European Union. (2022). Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a single market for digital services (Digital Services Act). *Official Journal of the European Union*, L 277, 1–102. <https://eur-lex.europa.eu/eli/reg/2022/2065/oj>
20. European Parliament & Council of the European Union. (2016). Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). *Official Journal of the European Union*, L 119, 1–88. <https://eur-lex.europa.eu/eli/reg/2016/679/oj>
21. Mathur, A., Acar, G., Friedman, M. J., Lucherini, E., Mayer, J., Chetty, M., & Narayanan, A. (2019). Dark patterns at scale: Findings from a crawl of 11K shopping websites. *Proceedings of the ACM on Human-Computer Interaction*, 3(CSCW), Article 81. <https://doi.org/10.1145/3359183>
22. Luguri, J., & Strahilevitz, L. J. (2021). Shining a light on dark patterns. *Journal of Legal Analysis*, 13(1), 43–109. <https://doi.org/10.1093/jla/laaa006>
23. Riefa, C. (2016). *Consumer protection and online auction platforms: Towards a safer legal framework*. Routledge.