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Legal Regulation of Electronic Commerce Relations in Uzbekistan and China: Comparative Legal Perspectives on Platform Liability, Consumer Protection and Digital Compliance

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Abstract: This article examines the legal regulation of electronic commerce relations in Uzbekistan and China from a comparative legal perspective. Using the functional method of comparative law with normative and institutional analysis, it compares how the two systems address electronic contracts, consumer protection, platform liability, personal data and electronic payments. It argues that Uzbekistan has built a solid foundation through the Law on Electronic Commerce (2022) and related legislation, but that platform operator liability, online consumer remedies, algorithmic transparency and the supervision of new payment products still require more detailed regulation. China's E-Commerce Law, Personal Information Protection Law and payment rules offer instructive techniques that must be adapted to Uzbek conditions rather than transplanted mechanically. The article concludes that a balanced model should combine legal certainty, platform accountability, consumer trust and risk-based supervision.

Keywords: electronic commerce; comparative law; Uzbekistan; China; business law; platform liability; consumer protection; personal data; digital payments; cross-border trade.

O‘zbekiston va Xitoyda elektron tijorat munosabatlarini huquqiy tartibga solish: platformalar javobgarligi, iste’molchilarni himoya qilish va raqamli komplayensning qiyosiy-huquqiy tahlili

Annotatsiya: Ushbu maqolada O‘zbekiston va Xitoyda elektron tijorat munosabatlarini huquqiy tartibga solish qiyosiy-huquqiy nuqtai nazardan tahlil qilinadi. Qiyosiy huquqning funksional usuli, normativ va institutsional tahlildan foydalanib, ikki tizimning elektron shartnomalar, iste’molchilarni himoya qilish, platformalar javobgarligi, shaxsga doir ma’lumotlar va elektron to‘lovlarni qanday tartibga solishi qiyoslanadi. Tadqiqotda ta’kidlanishicha, O‘zbekiston «Elektron tijorat to‘g‘risida»gi qonun (2022) va tegishli qonunchilik orqali mustahkam asos yaratdi, biroq platforma operatorlarining javobgarligi, onlayn iste’molchilarni himoya qilish vositalari, algoritmik shaffoflik va yangi to‘lov mahsulotlari ustidan nazorat yanada batafsil tartibga solishni talab qiladi. Xitoy qonunchiligi foydali huquqiy usullarni taklif etadi, ammo ular mexanik ko‘chirilmasdan O‘zbekiston sharoitiga moslashtirilishi lozim. Maqolada huquqiy aniqlik, platformalar javobgarligi, iste’molchilar ishonchi va xavfga asoslangan nazoratni uyg‘unlashtiruvchi muvozanatli model zarurligi xulosa qilinadi.

Kalit so‘zlar: elektron tijorat; qiyosiy huquq; O‘zbekiston; Xitoy; tadbirkorlik huquqi; platforma javobgarligi; iste’molchilarni himoya qilish; shaxsga doir ma’lumotlar; raqamli to‘lovlar; transchegaraviy savdo.

Правовое регулирование отношений электронной торговли в Узбекистане и Китае: сравнительно-правовой анализ ответственности платформ, защиты прав потребителей и цифрового комплаенса

Аннотация: В статье рассматривается правовое регулирование отношений электронной торговли в Узбекистане и Китае в сравнительно-правовом аспекте. С использованием функционального метода сравнительного правоведения, нормативного и институционального анализа сопоставляется то, как две системы регулируют электронные договоры, защиту прав потребителей, ответственность платформ, персональные данные и электронные платежи. Делается вывод, что Узбекистан создал прочную основу благодаря Закону «Об электронной коммерции» (2022) и сопутствующему законодательству, однако ответственность операторов платформ, средства защиты потребителей в сети, алгоритмическая прозрачность и надзор за новыми платёжными продуктами нуждаются в более детальном регулировании. Китайское законодательство предлагает полезные правовые приёмы, но они должны не заимствоваться механически, а адаптироваться к условиям Узбекистана. В статье делается вывод о необходимости сбалансированной модели, сочетающей правовую определённость, ответственность платформ, доверие потребителей и риск-ориентированный надзор.

Ключевые слова: электронная торговля; сравнительное правоведение; Узбекистан; Китай; предпринимательское право; ответственность платформ; защита прав потребителей; персональные данные; цифровые платежи; трансграничная торговля.

Introduction

Electronic commerce has become a structural component of the digital economy and an important channel for trade, financial services and consumer markets. In Uzbekistan, the growth of online retail, mobile payments and platform-based services reflects state policies of digital transformation, while in China electronic commerce has developed into a highly institutionalized sector supported by large platforms and detailed regulation. A typical

online transaction involves not only a seller and a consumer but also a platform operator, a payment institution and a data processor, and in cross-border cases foreign actors; the contract is concluded through automated procedures and personal data may be transferred across borders. Traditional commercial law, although still relevant, must therefore be supplemented by specialized rules for digital markets, which makes a comparison of the two jurisdictions practically important for Uzbekistan.

Uzbekistan has created the basic legal foundation for electronic commerce, but several mechanisms remain insufficiently detailed. The Law 'On Electronic Commerce' No. LRU-792 of 29 September 2022 is a significant step (Law of the Republic of Uzbekistan No. LRU-792, 2022), yet platform markets require clearer rules on contract formation, consumer remedies, platform liability, algorithmic transparency and payment supervision. China offers a useful comparator because its E-Commerce Law (2018), Civil Code (2020), Personal Information Protection Law (2021) and payment regulations address similar problems on a larger scale (E-Commerce Law of the People's Republic of China, 2018; Civil Code of the People's Republic of China, 2020). Using the functional method of comparative law, supported by normative and institutional analysis, this article compares how the two systems regulate electronic contracts, consumer protection, platform liability, personal data and electronic payments, and identifies adaptable directions for Uzbek law.

1. Electronic contracts and electronic signatures

Electronic contracts form the legal basis of e-commerce: the consumer does not sign a paper contract but selects goods, accepts standard terms, confirms an order and pays through a digital interface. Uzbekistan recognizes the legal force of electronic documents, signatures and transactions (Law of the Republic of Uzbekistan 'On Electronic Document Management', 2004; Law of the Republic of Uzbekistan No. LRU-793, 2022), reflecting the principle of functional equivalence, under which an electronic form is not denied legal effect merely because it is not paper-based (UNCITRAL, 1996, 2001). The main difficulty is the precise moment of contract formation. China's E-Commerce Law provides that a

contract is formed when the user selects the goods and successfully submits the order, and restricts terms denying contract formation after payment (E-Commerce Law of the People's Republic of China, 2018). Uzbekistan could adopt a similar rule, adjusted to its Civil Code, and recognize different levels of electronic authentication according to the risk and value of the transaction, so that ordinary purchases need not require a high-level digital signature.

2. Consumer protection and dispute resolution

Online consumers are structurally vulnerable: they cannot inspect goods before purchase, may not know the seller's identity and depend on platform-controlled information. They should receive clear information about the seller, the total price, delivery and warranty terms, return procedures and complaint channels, and platforms should distinguish their own sales from those of third-party merchants. China's seven-day no-reason return rule is instructive because its procedure is clear and major platforms have built it into their systems (Wang, 2020); Uzbekistan could develop a comparable withdrawal right specifying the period, excluded categories of goods, return costs and the refund deadline, with exceptions for customized, perishable or sealed hygiene products. Because many disputes involve small amounts for which litigation is uneconomical, platforms should also provide accessible complaint channels, preserve transaction records and respond within reasonable deadlines (OECD, 2016), making consumer protection operational through everyday practice rather than litigation alone.

3. Platform liability

Platform liability is the central legal issue of modern e-commerce. Platforms are not passive tools: they verify sellers, design rankings, process reviews and sometimes manage payments and delivery, so they cannot be treated as entirely neutral; yet unlimited liability for every seller violation would discourage digital entrepreneurship. A graded model is therefore preferable, under which responsibility depends on the platform's role, knowledge, control and the risk level of the goods. A platform selling in its own name should be liable

as a seller; one merely hosting without knowledge of unlawful conduct may have limited liability; and one that knows or should know of a violation yet fails to act should be liable. China's E-Commerce Law reflects this logic, requiring identity verification, record-keeping, complaint mechanisms and action against known violations, with higher duties for goods affecting life and health (E-Commerce Law of the People's Republic of China, 2018; Wang, 2020). Uzbekistan should define when a platform is deemed to know of a violation and introduce a notice-and-action procedure, while allowing sellers to respond to prevent abusive complaints.

4. Personal data and algorithmic regulation

Digital commerce depends on personal data, which serve transaction performance and delivery but may also be used for profiling, targeted advertising and dynamic pricing, so data regulation is one of the foundations of e-commerce law. Uzbekistan's Law on Personal Data establishes the principles of legality, purpose limitation, accuracy, confidentiality and security (Law of the Republic of Uzbekistan 'On Personal Data', 2019), but e-commerce requires further specification: understandable privacy policies, unbundled consent, and practical means for consumers to access, correct and delete their data. China's Personal Information Protection Law directly addresses automated decision-making, requiring transparency and fairness and prohibiting unreasonable differential treatment in conditions such as price (Personal Information Protection Law of the People's Republic of China, 2021; Zhang, 2022). Uzbekistan should require platforms to disclose personalization and, where feasible, offer a non-personalized option, prohibit undisclosed data-driven price discrimination, and regulate cross-border data transfer through a risk-based approach that imposes stricter controls on sensitive and large-scale transfers, drawing where appropriate on international models such as the EU General Data Protection Regulation (European Parliament and Council, 2016).

5. Electronic payments and cross-border e-commerce

Electronic payments are the financial infrastructure of e-commerce. Uzbekistan has a legal basis for payments and payment systems in which the Central Bank plays a key supervisory role (Law of the Republic of Uzbekistan 'On Payments and Payment Systems', 2019), and the growth of e-wallets, mobile payments and instalment services makes this area increasingly important. China's experience shows that, as non-bank payment institutions became systemically important, regulators strengthened licensing, supervision and customer-reserve-fund requirements (Regulation on the Supervision and Administration of Non-Bank Payment Institutions, 2024). Payment innovation should be encouraged but accompanied by safeguards: protection of customer funds, operational and anti-fraud obligations, and clear refund procedures; buy-now-pay-later products should be regulated by their economic substance, applying credit-disclosure rules where they function as consumer credit. Because enforcing rights against foreign sellers through litigation abroad is unrealistic, cross-border remedies should focus on platforms, payment mechanisms and refund procedures, supported by cooperation among consumer-protection, customs and payment authorities.

Conclusion

The comparative analysis shows that electronic commerce regulation has moved beyond the simple recognition of electronic transactions and must now govern a complex environment of platforms, consumers, sellers, payment institutions and data processors. Uzbekistan has established an important legal foundation through the Law on Electronic Commerce and related legislation, but the next stage of reform should focus on detailed, practical and enforceable rules. China's experience offers valuable guidance on contract formation, consumer withdrawal rights, graded platform liability, algorithmic transparency, personal information protection and payment supervision, although these solutions must be adapted to Uzbek conditions rather than transplanted mechanically. The most important direction is a coherent platform-governance framework defining platform operators,

establishing verification and disclosure duties, regulating complaint handling and notice-and-action procedures, and imposing liability where platforms know or should know of violations and fail to act. Combined with clear consumer remedies, data protection addressing automated decision-making and risk-based payment supervision, such reforms would help build a trustworthy digital market and support commercial modernization and cross-border economic cooperation.

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