Taraqqiyot spektri
ILMIY JURNALI

Vol 2 № 6 2026

Legal Regulation of Electronic Contracts in Uzbekistan and China: A Comparative Legal Study

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ID: MFC-0526-0045

Abstract: This article examines the legal regulation of electronic contracts in the Republic of Uzbekistan and the People's Republic of China through a comparative doctrinal method. Electronic contracts are no longer an exceptional technique for online sales; they are a normal form of civil turnover, consumer transactions, platform commerce, digital services, and cross-border trade. The central research question is how two civil-law jurisdictions connect general contract doctrine with special rules on electronic commerce, data messages, electronic signatures, platform duties, evidence, and consumer protection. Uzbekistan has adopted a dedicated Law on Electronic Commerce and a renewed Law on the Electronic Digital Signature in 2022, while China integrates electronic contracting into the Civil Code, the Electronic Signature Law, and the E-Commerce Law. The comparison shows substantial convergence in recognizing electronic form, offer and acceptance, legal equivalence, and evidentiary value, but also important differences in legislative technique, platform governance, judicial guidance, and the treatment of automated and standard-form transactions. The article concludes that Uzbekistan's recent reforms provide a strong framework, but further clarification of platform responsibility, standard terms, automated contracting, cross-border recognition of signatures, and electronic evidence would increase transactional certainty.

Keywords: electronic contracts; electronic commerce; electronic signature; data messages; Uzbekistan; China; comparative law; civil law; platform governance

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Vol 2 № 6 2026

Правовое регулирование электронных контрактов в Узбекистане и Китае: сравнительное правовое исследование

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Абстракт: В данной статье с помощью сравнительного доктринального метода исследуется правовое регулирование электронных договоров в Республике Узбекистан и Китайской Народной Республике. Электронные договоры перестали быть исключительной формой онлайн-продаж; они стали нормальной формой гражданского оборота, потребительских сделок, платформенной торговли, цифровых услуг и трансграничной торговли. Центральный исследовательский вопрос заключается в том, как две юрисдикции гражданского права связывают общую доктрину договора со специальными нормами в области электронной торговли, обмена данными, электронных подписей, обязанностей платформ, доказательств и защиты прав потребителей. Узбекистан принял специальный Закон об электронной торговле и обновил Закон об электронной цифровой подписи в 2022 году, в то время как Китай интегрировал электронные договоры в Гражданский кодекс, Закон об электронной подписи и Закон об электронной торговле. Сравнение показывает существенное сближение в признании электронной формы, предложения и акцепта, правовой эквивалентности и доказательной ценности, но также и важные различия в законодательной технике, управлении платформами, судебном руководстве и подходе к автоматизированным и стандартным сделкам. В заключение статьи отмечается, что недавние реформы в Узбекистане создают прочную основу, однако дальнейшее уточнение ответственности платформы, стандартных условий,

автоматизированного заключения договоров, трансграничного признания подписей и электронных доказательств повысит определенность транзакций.

Ключевые слова: электронные контракты; электронная коммерция; электронная подпись; информационные сообщения; Узбекистан; Китай; сравнительное право; гражданское право; управление платформой.

O'zbekiston va Xitoyda elektron shartnomalarni huquqiy tartibga solish: qiyosiy huquqiy tadqiqot

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Abstrakt: Ushbu maqolada O'zbekiston Respublikasi va Xitoy Xalq Respublikasida elektron shartnomalarning huquqiy tartibga solinishi qiyosiy doktrinal usul orqali o'rganiladi. Elektron shartnomalar endi onlayn savdo uchun istisno usul emas; ular fuqarolik oboroti, iste'molchi bitimlari, platforma savdosi, raqamli xizmatlar va transchegaraviy savdoning odatiy shaklidir. Asosiy tadqiqot savoli shundaki, ikkita fuqarolik-huquqiy yurisdiktsiya umumiy shartnoma doktrinasini elektron tijorat, ma'lumotlar xabarlari, elektron imzolar, platforma majburiyatlari, dalillar va iste'molchilar huquqlarini himoya qilish bo'yicha maxsus qoidalar bilan qanday bog'laydi. O'zbekiston 2022-yilda Elektron tijorat to'g'risidagi maxsus qonun va Elektron raqamli imzo to'g'risidagi yangilangan qonunni qabul qildi, Xitoy esa elektron shartnomalarni Fuqarolik kodeksi, Elektron imzo to'g'risidagi qonun va Elektron tijorat to'g'risidagi qonunga integratsiya qildi. Taqqoslash elektron shakl, taklif va qabul qilish, huquqiy ekvivalentlik va daliliy qiymatni tan olishda

sezilarli yaqinlikni, shuningdek, qonunchilik texnikasi, platforma boshqaruvi, sud ko'rsatmalari va avtomatlashtirilgan va standart shakldagi bitimlarni qayta ishlashda muhim farqlarni ko'rsatadi. Maqolada O'zbekistonning so'nggi islohotlari mustahkam asos yaratgani, ammo platforma mas'uliyati, standart shartlar, avtomatlashtirilgan shartnomalar, imzolarni transchegaraviy tan olish va elektron dalillarni yanada aniqlashtirish tranzaksiyalarning aniqligini oshirishi haqida xulosa qilingan.

Kalit so'zlar: elektron shartnomalar; elektron tijorat; elektron imzo; ma'lumotlar xabarlari; O'zbekiston; Xitoy; qiyosiy huquq; fuqarolik huquqi; platforma boshqaruvi

1. Introduction

Electronic contracting has become a central legal mechanism of the digital economy. Parties increasingly negotiate, conclude, perform, modify, and prove contracts through websites, mobile applications, electronic trading platforms, enterprise systems, electronic mail, short messages, and other information systems. The legal question is not whether a contract can exist without paper. That point is now widely accepted. The harder question is how a legal system should preserve the classical functions of contract law in an environment where identity, consent, delivery, storage, evidence, payment, and dispute resolution are mediated by technology.

The comparative study of Uzbekistan and China is useful for several reasons. Both jurisdictions are civil-law systems in which contract law is built around statutory concepts, general obligations, legal capacity, validity, performance, liability, and remedies. At the same time, both states have made digitalization a significant element of economic policy. Uzbekistan has modernized its e-commerce and electronic digital signature legislation, while China has placed electronic contracting inside a broader codified civil law system and has also adopted a specialized e-commerce regime. These two models allow a functional comparison between a developing regulatory architecture and a more integrated, platform-oriented system.

This article uses a doctrinal and comparative legal method. The doctrinal method is used to identify the legal rules governing electronic form, electronic signatures, offer and acceptance, legal force, storage, standard terms, and evidence. The comparative method is functional: it asks how each system solves similar problems rather than merely comparing terminology. The article therefore treats electronic contracts as both civil-law contracts and digital transactions. It pays attention to the interaction between general contract law and special statutes on electronic commerce and electronic signatures.

The argument advanced here is that Uzbekistan and China share the basic principle of functional equivalence: an electronic expression of will should not be denied legal effect only because it is electronic. However, the two systems differ in the density of their rules. Uzbek law now contains detailed provisions on electronic commerce, offer, acceptance, electronic messages, and electronic digital signatures, but its broader civil-law framework could still be refined for automated transactions, platform duties, and standard terms. Chinese law provides stronger integration between civil code rules and platform regulation, but it also faces challenges in balancing consumer protection, algorithmic contracting, and party autonomy.

2. Conceptual Foundations of Electronic Contracts

An electronic contract is not a separate type of obligation in the sense of sale, lease, service, loan, or carriage. It is primarily a method of forming and recording contractual consent through electronic means. The object of the contract may be physical goods, digital products, services, intellectual property, logistics, finance, or platform access. What makes the contract electronic is the form of expression, transmission, storage, and proof. Therefore, electronic contract law must answer two connected questions: whether electronic form satisfies the required legal form, and whether the parties' electronic conduct sufficiently proves offer, acceptance, identity, and intention to be bound.

The principle of functional equivalence is the foundation of modern electronic contracting. It means that an electronic record, electronic message, or electronic signature can perform the same legal function as a paper document or handwritten signature when it provides comparable reliability. Functional equivalence does not mean that every click, message, or digital trace has the same evidentiary weight. It means that law should evaluate the function performed by the technology: preserving information, identifying a person, showing consent, proving integrity, and enabling later access.

Electronic contracting also changes the practical meaning of consent. In traditional contracts, consent is often imagined as a negotiated exchange between identifiable parties. In digital markets, consent may appear through clicking an order button, entering a verification code, using a biometric confirmation, accepting platform terms, completing payment, downloading software, or continuing to use a service after notice. These actions can be legally meaningful, but they also create risks. A party may not read standard terms, may be influenced by interface design, or may not understand the legal effect of a digital action. A modern regulatory system therefore needs both recognition rules and protective rules.

Another conceptual issue is evidence. Paper contracts create a stable object that can be signed, stored, and produced in court. Electronic contracts depend on logs, metadata, certificates, timestamps, platform records, payment records, delivery records, and archived messages. Their reliability depends on technical systems and institutional trust. The legal system must decide who bears the burden of proof, how integrity is established, how electronic evidence is authenticated, and whether platforms or trusted third parties must preserve records.

3. Legal Framework in Uzbekistan

Uzbekistan regulates electronic contracts through a combination of general civil legislation and special digital legislation. The general foundation remains the Civil Code of the Republic of Uzbekistan, especially the provisions on transactions, written form, offer and acceptance, conclusion of contracts, performance, breach, and remedies. The special framework is provided mainly by the Law 'On Electronic Commerce' of 29 September 2022, No. LRU-792, and the Law 'On the Electronic Digital Signature' of 12 October 2022, No. LRU-793. These statutes connect contract doctrine with the realities of electronic trading platforms, electronic documents, electronic messages, digital products, and electronic authentication.

The Law on Electronic Commerce defines electronic commerce as the sale and purchase of goods, works, or services under a contract concluded through an electronic trading platform by using information systems within entrepreneurial activity. This definition is significant because it links electronic commerce with both contractual consent and platform infrastructure. It also identifies core participants: sellers, buyers, operators of electronic trading platforms, operators of electronic commerce, payment service providers, and other service providers involved in the circulation and storage of electronic documents and electronic messages.

The statute expressly states principles that are directly relevant to contract law: freedom of entrepreneurial activity in electronic commerce, voluntary conclusion of contracts, equality of participation conditions, protection of rights and legitimate interests, openness and transparency, proper quality of goods and services, and information security. These principles echo general civil-law ideas but adapt them to a market in which the platform may control access, information, payment flows, rules of use, and evidence. The principles therefore have both private-law and regulatory significance.

Chapter 4 of the Uzbek Law on Electronic Commerce is especially important. Article 14 provides that contracts concluded in electronic commerce must comply with the Civil Code, the e-commerce law, and other legislation. It also states that electronic-commerce contracts are formed by agreeing contractual terms through electronic documents and/or electronic messages. Electronic receipts, messages, and other electronic records created by information systems and allowing operators or sellers to identify the parties are equated with analogous paper documents confirming acquisition of goods, works, or services.

Article 15 strengthens the legal force of electronic documents and messages. Electronic documents in electronic commerce, as well as information recorded electronically that allows identification of the sender, are equated with paper documents signed by hand and may be used as evidence of the conclusion of a contract. The same article prevents invalidation of a contract merely because it was concluded by using information systems. This is a clear expression of functional equivalence and is one of the strongest points of the Uzbek framework.

Articles 16 to 19 provide a structured model of electronic offer and acceptance. The offer must be sufficiently definite and show the intention of the offeror to be bound if accepted. In electronic commerce, the offer is formed as an electronic document and must contain information about the offeror, contact details, licensing information when applicable, the procedure for conclusion of the contract, the procedure for sending and withdrawing acceptance, delivery and payment terms, prices or tariffs, and terms incorporated by reference to an electronic document placed in a publicly accessible information resource. Acceptance may be given by an electronic document confirmed by an electronic digital signature, by an electronic message expressing consent, or by performing actions specified in the offer. The contract is recognized as concluded from the moment when the party that sent the offer receives the acceptance.

The Law on the Electronic Digital Signature adds a more technical layer. It defines an electronic digital signature as a signature in an electronic document created through special transformation of information by using a private key, allowing verification through the corresponding public key. Article 4 states the conditions under which an electronic digital signature is equivalent to a handwritten signature: authenticity of the signature must be confirmed, the certificate must be valid at the relevant moment, and the signature must be used for the purposes indicated in the certificate. This regime is essential for contracts where written form and signature are required.

4. Legal Framework in China

China regulates electronic contracts through a layered framework consisting of the Civil Code, the Electronic Signature Law, the E-Commerce Law, judicial interpretations, and administrative rules. The Civil Code of the People's Republic of China, effective from 1 January 2021, is the central source of general contract law. It defines contracts, recognizes offer and acceptance, regulates standard terms, performance, breach, rescission, damages, and other remedies. Unlike a system that places electronic contracting only in a separate statute, the Chinese Civil Code expressly incorporates electronic form into the general law of contracts.

Article 469 of the Civil Code provides that parties may conclude contracts in writing, orally, or in other forms. It further states that writings include written contracts, letters, telegrams, telexes, faxes, and other forms that can tangibly represent the contents contained therein. Data messages that can tangibly represent their contents and can be accessed for reference at any time are regarded as writings. This provision is highly important because it directly connects electronic records with the legal requirement of written form.

Article 491 addresses electronic contracting more specifically. It provides that where the information about goods or services released by a party through the internet or other information networks meets the conditions of an offer, the contract is formed when the other party selects the goods or services and successfully submits the order, unless otherwise agreed by the parties. This rule translates the classical offer-and-acceptance model into platform transactions. It reduces uncertainty about the legal moment of formation in online shopping and service ordering.

The Electronic Signature Law of China provides the second layer. It gives legal effect to data messages and electronic signatures and contains criteria for reliable electronic signatures. A reliable electronic signature generally requires that signature-creation data belong exclusively to the signatory, are controlled only by the signatory at the time of signing, and that later alteration of the signature or signed data can be detected. The law also regulates electronic certification service providers, which are important for transactions requiring higher assurance.

The E-Commerce Law of China adds a platform and consumer-protection dimension. It regulates e-commerce operators, platform operators, information disclosure, registration, taxation, intellectual property, consumer rights, data and privacy obligations, and competition. In electronic contract formation, the law restricts platform operators from using standard terms or technical arrangements to exclude or limit consumer rights in improper ways. It also requires transparent transaction rules and record preservation. Thus, Chinese law does not treat electronic contracts merely as digital writings; it also treats them as transactions embedded in platform governance.

A distinctive feature of the Chinese framework is the role of judicial interpretation and court practice. The Supreme People's Court has issued interpretations and guidance that affect contract formation, standard terms, evidence, online transactions, and consumer disputes. In practice, Chinese courts often examine screenshots, electronic orders, transaction logs, payment records, delivery records, platform records, and electronic signatures. The evidentiary dimension is therefore closely connected to the institutional role of platforms and courts.

5. Comparative Analysis of Formation, Form, and Signature

Both Uzbekistan and China accept that electronic form can satisfy the legal requirements of contract formation. In Uzbekistan, the Law on Electronic Commerce provides that electronic documents and electronic messages can be used to agree contractual terms, prove the conclusion of a contract, and perform contractual documents. In China, the Civil Code treats qualifying data messages as writings and expressly recognizes online order submission as a possible moment of contract formation. In both systems, electronic form is not a reason to deny legal effect.

The systems differ in legislative technique. Uzbekistan's special e-commerce law gives a detailed sectoral structure: it defines electronic commerce, identifies participants and operators, specifies offer information, regulates acceptance, and recognizes electronic messages as evidence. China places the core electronic-form rule in the Civil Code and then supplements it with the Electronic Signature Law and the E-Commerce Law. The Chinese model is more integrated into general contract law, while the Uzbek model is more explicit in the specialized e-commerce statute.

Offer and acceptance show both convergence and difference. Uzbekistan's Articles 16 and 19 provide detailed requirements for electronic offers and state that acceptance may be made through an electronic document with a digital signature, through an electronic message, or through performance of actions specified in the offer. China, by contrast, uses a concise Civil Code rule for online transactions: if information released online satisfies the requirements of an offer, submission of an order forms the contract unless otherwise agreed. Uzbekistan provides more enumerated procedural detail; China provides a general rule that is especially suited to online retail and platform commerce.

Electronic signature rules also reveal different emphases. Uzbekistan uses the concept of electronic digital signature and gives equivalence to a handwritten signature when authenticity, certificate validity, and proper purpose are satisfied. The Uzbek e-commerce statute also recognizes other electronic confirmation methods, such as SMS or Face-ID, where they express consent and allow identification and authentication. China distinguishes data messages from reliable electronic signatures and uses reliability criteria based on exclusive control, signature integrity, and detectability of alteration. The Chinese approach is technologically neutral in language, while the Uzbek approach combines a formal digital-signature regime with recognition of practical authentication methods.

A common challenge is the boundary between authentication and consent. A code sent by SMS, a face-recognition step, or a platform click may identify a person, but identification alone does not always prove that the person understood and accepted all contractual terms. Both systems need a careful distinction between identity, authorization, and informed assent. This is particularly important for consumer contracts, adhesion terms, and transactions concluded through mobile interfaces where design choices can strongly influence user behavior.

6. Comparative Table

The following table summarizes selected points of comparison. The purpose of the table is not to reduce the analysis to formal similarities, but to show how each system connects civil-law doctrine with digital transaction practice.

Table 1. Comparative overview of electronic-contract regulation

Issue	Uzbekistan	China	Comparative assessment
Core sources	Civil Code; Law on Electronic Commerce No. LRU-792; Law on Electronic Digital Signature No. LRU-793.	Civil Code; Electronic Signature Law; E-Commerce Law; judicial interpretations.	Both use a mixed framework of general contract law and special digital legislation.
Electronic form	Electronic documents and messages may form and prove contracts; contracts cannot be invalidated	Data messages that tangibly represent contents and are accessible for reference may count as writings.	Both adopt functional equivalence, but China embeds it in the Civil Code while

	only because information systems are used.		Uzbekistan states it strongly in the e-commerce statute.
Formation moment	Contract is concluded when acceptance of the offer is received by the participant who sent the offer.	For qualifying online offers, contract is formed when the other party selects goods or services and successfully submits the order, unless otherwise agreed.	Uzbek law is closer to general offer-receipt logic; Chinese law gives a specific online-order rule.
Signature	Electronic digital signature equals handwritten signature if authenticity, certificate validity, and proper purpose are satisfied; other confirmation methods may also be recognized.	Reliable electronic signature criteria focus on exclusive control, integrity, and detectability of alteration.	Uzbek law combines formal digital signature with practical authentication; China uses a reliability-centered model.
Platform role	Operators must display service agreements and trading rules, take technical measures for access to terms, and preserve	E-commerce platform operators are subject to broad duties on rules, disclosure, consumer protection, data, and records.	China has a more mature platform-governance layer; Uzbekistan is developing comparable regulatory capacity.

	electronic documents or messages.		
Evidence	Electronic documents and messages may be evidence of contract conclusion; storage periods must be no shorter than for analogous paper documents.	Courts rely on data messages, platform records, logs, electronic signatures, payment and delivery records.	Both systems recognize electronic evidence, but China has broader judicial practice and interpretive infrastructure.

7. Platform Contracts, Standard Terms, and Consumer Protection

Electronic contracts often operate through standard terms drafted by sellers, service providers, or platform operators. This feature creates efficiency but also creates imbalance. Consumers and small businesses rarely negotiate platform terms. They may accept them by clicking, scrolling, registering, paying, or continuing to use a service. A comparative legal study must therefore ask not only whether an electronic contract is valid, but also whether the process of accepting standard terms is fair and transparent.

Uzbekistan's e-commerce law requires the terms of the contract to be formulated in a concrete and understandable form in the state language, with the possibility of additional languages when convenient for the parties. It also requires that offers include information about the procedure for conclusion, withdrawal of acceptance, delivery and payment, prices, and incorporated terms. These requirements support transparency and allow users to know what they are accepting. They also create a basis for challenging transactions where essential information was hidden or unclear.

China's Civil Code contains detailed provisions on standard terms. A party using standard terms must determine rights and obligations according to fairness, must draw the other party's attention to terms that have a major interest, and must explain such terms upon request. Standard terms may be invalid when they unreasonably exempt or reduce the drafter's liability, increase the other party's liability, or exclude the other party's main rights. In e-commerce, these rules operate together with platform obligations and consumer-protection norms.

The comparative lesson is that Uzbekistan could further develop the relationship between e-commerce offers and standard-term control. The e-commerce statute already requires clear information and recognizes terms incorporated by reference to publicly accessible electronic documents. The next step would be to specify duties of conspicuous notice, pre-contractual accessibility, record preservation of the exact version accepted, and interpretation against the drafter where ambiguity exists. These rules would be especially useful for mobile applications, marketplace terms, digital subscriptions, cloud services, and cross-border online sales.

8. Electronic Evidence and Enforcement

Electronic-contract enforcement depends on reliable evidence. In both jurisdictions, the most important evidence may not be the visible webpage or final receipt, but the combination of system logs, user identifiers, timestamp data, electronic signatures, payment records, delivery confirmation, platform notifications, correspondence, and stored versions of terms. A legal system that recognizes electronic contracts must therefore develop procedural rules for authenticity, integrity, admissibility, and burden of proof.

Uzbek law's recognition that electronic documents and messages may be used as evidence of contract conclusion is a strong starting point. The requirement that storage periods for electronic documents be no shorter than for comparable paper documents is also important. However, practical enforcement may still require more detailed rules on the preservation of platform logs, access to archived terms, certification of screenshots, notarization of electronic evidence, and the obligations of operators to produce records when disputes arise.

China has accumulated more extensive judicial practice in online transactions. Courts commonly evaluate transaction records from platforms, payment records, delivery records, chat logs, electronic invoices, and electronic signatures. The Civil Code and E-Commerce Law operate alongside rules of civil procedure and electronic evidence. The challenge is not the absence of evidence, but the reliability and neutrality of evidence controlled by platforms or generated by automated systems. This makes transparency and auditability increasingly important.

For cross-border transactions between Uzbek and Chinese parties, evidence problems become more complex. A contract may be concluded on a Chinese platform, paid through a third-party payment provider, performed by a logistics company, and disputed in an Uzbek or Chinese forum. The parties should therefore specify the language of the contract, governing law, dispute resolution forum, accepted signature or authentication method, record-preservation duties, and the evidentiary value of platform records. Private ordering can reduce uncertainty, but it should operate within mandatory consumer and public-law protections.

9. Cross-Border Electronic Contracts Between Uzbekistan and China

The comparative issue has practical importance for Uzbekistan-China trade. Electronic contracts can support export transactions, procurement, logistics, educational services, digital products, technology licensing, and marketplace sales. They reduce transaction costs, but they also raise questions of applicable law, jurisdiction, language, authentication, taxation, customs, consumer protection, personal data, and recognition of electronic signatures. A contract that is valid in one state may still face evidentiary or regulatory obstacles in the other.

Choice of law and dispute resolution clauses are essential. Business parties should specify whether Uzbek law, Chinese law, the CISG, or another legal regime governs the contract. They should also choose courts or arbitration, define the language of proceedings, and state how notices and acceptances are sent and deemed received. Where a contract is concluded through a platform, parties should understand whether platform terms contain mandatory forum, governing law, or evidence clauses.

Recognition of electronic signatures is a particularly sensitive cross-border issue. Uzbekistan's law is based on electronic digital signatures and certificates, while China uses reliable electronic signatures and certification service systems. In practice, a foreign electronic signature may not automatically be accepted without proof of reliability, certificate validity, identity, and integrity. For high-value transactions, parties should use mutually recognized trust services, notarized electronic evidence, or additional confirmation methods such as corporate seals, board authorizations, and secure enterprise accounts.

Cross-border electronic contracts also require attention to consumer and data rules. If an Uzbek consumer buys from a Chinese platform, or a Chinese consumer buys from an Uzbek seller, private-law formation rules are only part of the analysis. Mandatory rules on consumer information, return rights, defective goods, payment security, personal data, advertising, and prohibited goods may apply. The more a transaction resembles mass-market platform commerce, the more important public regulatory duties become.

10. Challenges and Reform Directions

The first challenge is automated contracting. Modern platforms may form contracts through algorithms, automatic renewals, subscription systems, smart devices, inventory systems, or AI-assisted ordering. Classical offer and acceptance can still apply, but it becomes harder to identify the human act of consent and the moment of formation. Uzbekistan and China should continue clarifying when automated actions are attributable to a party, when errors allow correction, and how users can withdraw or cancel unintended transactions.

The second challenge is interface fairness. Electronic consent may be shaped by design: pre-ticked boxes, hidden links, unclear cancellation routes, urgent countdowns, confusing price displays, or bundled consent to unrelated terms. Legal rules on transparency and standard terms should be interpreted in light of interface design. A term that is technically available but practically hidden should not be treated the same as a term clearly disclosed before acceptance.

The third challenge is the preservation of the accepted version of terms. In platform commerce, terms may change frequently. When a dispute arises, the decisive question is often which version of the terms was accepted at the time of conclusion. Uzbekistan could require operators of electronic trading platforms to preserve timestamped versions of offers, terms, acceptance records, and notices for the statutory storage period. China already has stronger platform-record practices, but the same issue remains important for fairness and proof.

The fourth challenge is cross-border recognition of trust services. Uzbekistan and China should explore practical cooperation on electronic signature certificates, timestamping, digital identity, electronic invoices, and authentication of electronic evidence. This does not necessarily require full automatic recognition of every foreign trust service. It may begin with sectoral arrangements, model clauses, trusted-provider lists, and guidance for business parties.

The fifth challenge is education and judicial specialization. Electronic contract disputes require judges, lawyers, notaries, businesses, and consumers to understand both civil-law concepts and technical evidence. Uzbekistan's reform would benefit from published guidance, model cases, judicial explanations, and training on electronic evidence. China's experience suggests that statutory reform is more effective when supported by interpretive infrastructure and specialized judicial practice.

11. Recommendations for Uzbekistan

First, Uzbekistan should preserve the strong functional-equivalence rules contained in the 2022 Law on Electronic Commerce, but further connect them with the Civil Code. The Civil Code could expressly state that data messages and electronic documents satisfying accessibility and integrity requirements may satisfy written form. This would make the general contract framework clearer even outside the narrow field of platform commerce.

Secondly, Uzbekistan should develop more detailed standard-term rules for electronic contracts. The law should require conspicuous notice of important terms, easy access before acceptance, preservation of the accepted version, and interpretation of unclear standard terms against the drafter. These rules would protect consumers and small enterprises without undermining the efficiency of electronic commerce.

Thirdly, platform operators should have clearer record-preservation and evidence-production duties. The law already recognizes operators and electronic documents, but disputes require practical access to records. Operators should preserve offers, acceptances, timestamps, terms, payment confirmations, notices, and relevant messages for a defined period and provide authenticated extracts when required by court, arbitration, or lawful request.

Fourthly, Uzbekistan should clarify the legal status of alternative authentication methods such as SMS confirmation, biometric verification, and account-based confirmation. The e-commerce law already recognizes such methods as electronic confirmation where they express consent and identify and authenticate the person. Further guidance should distinguish low-risk consumer transactions from high-value contracts requiring a qualified electronic digital signature.

Fifthly, Uzbekistan should prepare model clauses for cross-border electronic contracts with Chinese parties. Such clauses could cover governing law, dispute resolution, language, electronic notices, accepted signature technologies, evidence, platform records, cybersecurity, confidentiality, and personal data. Model clauses would help businesses reduce uncertainty and would support trade cooperation.

12. Conclusion

The legal regulation of electronic contracts in Uzbekistan and China demonstrates strong convergence around the principle that electronic form should not be denied legal effect merely because it is electronic. Both systems recognize electronic documents, electronic messages, or data messages as legally meaningful forms of contractual expression. Both systems also recognize electronic signatures and electronic evidence as essential components of modern contracting.

The differences lie mainly in legislative structure and institutional depth. Uzbekistan's 2022 laws provide a modern and explicit framework for electronic commerce and electronic digital signatures. They define participants, regulate offer and acceptance, recognize the legal force of electronic documents and messages, and provide rules for digital products and record storage. China integrates electronic contracting more directly into the Civil Code and supplements it with a broader e-commerce and platform-governance regime. Chinese law is therefore more developed in standard terms, platform obligations, and judicial practice.

For Uzbekistan, the Chinese experience is useful but should not be copied mechanically. The more appropriate lesson is functional: electronic contract law works best when general contract doctrine, special e-commerce rules, electronic signature law, platform obligations, and electronic evidence rules operate as a coherent system. Uzbekistan has already built a strong statutory foundation. Further development should focus on standard terms, automated contracting, platform records, cross-border recognition, and judicial guidance.

Electronic contracts are not simply a technological convenience. They are a legal infrastructure for digital trade. A reliable regime must protect party autonomy while ensuring authenticity, transparency, fairness, and enforceability. A comparative study of

Uzbekistan and China shows that the future of contract law will depend not only on recognizing electronic form, but also on building trust in the systems through which electronic consent is created, stored, and proved.

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3. Law of the Republic of Uzbekistan 'On the Electronic Digital Signature', No. LRU-793, 12 October 2022, Lex.uz, https://lex.uz/en/docs/6907238.
4. Civil Code of the People's Republic of China, adopted 28 May 2020, effective 1 January 2021, especially Articles 469 and 491. Official English archive: https://english.www.gov.cn/archive/lawsregulations/202012/31/content_WS5fedad98c6d0f72576943005.html.
5. Electronic Signature Law of the People's Republic of China, adopted 2004 and subsequently amended. National Database of Laws and Regulations: https://flk.npc.gov.cn/.
6. E-Commerce Law of the People's Republic of China, adopted 31 August 2018 and effective 1 January 2019. National Database of Laws and Regulations: https://flk.npc.gov.cn/.
7. UNCITRAL Model Law on Electronic Commerce, 1996, and UNCITRAL Model Law on Electronic Signatures, 2001, as comparative background instruments, https://uncitral.un.org/.
8. Supreme People's Court of the People's Republic of China, judicial interpretations and guiding practice concerning contract disputes, online transactions, standard terms, and electronic evidence.