

**ELECTRONIC COMMERCE REGULATION IN UZBEKISTAN:
A COMPARATIVE ANALYSIS OF LAW NO. 792 (2022) AND THE UNITED
STATES FEDERAL FRAMEWORK**

Diyorbek Sattorov

Tashkent State University of Law

diyorbeksattorov10@gmail.com

Abstract: *The rapid expansion of digital commerce has necessitated the development of comprehensive legal frameworks capable of governing electronic transactions, protecting consumer rights, and ensuring the integrity of online commercial relationships. This article examines the legal architecture of electronic commerce regulation in the Republic of Uzbekistan, with particular focus on Law No. 792 "On E-Commerce" adopted on September 29, 2022, which represents the most significant legislative reform of Uzbekistan's digital commerce framework since the original 2004 enactment. Through comparative analysis with the primary federal legal instruments governing electronic commerce in the United States — including the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 2000), the Uniform Electronic Transactions Act (UETA, 1999), the Uniform Commercial Code (UCC), and the Federal Trade Commission Act — this article identifies substantive convergences and divergences between the two legal systems in the areas of electronic contract formation, digital signature validity, consumer protection, payment regulation, escrow mechanisms, and platform operator liability. The analysis demonstrates that while both jurisdictions share foundational commitments to the legal equivalence of electronic and paper-based transactions, the Uzbek framework adopts a more codified, state-centric approach with explicit statutory protections — including mandatory escrow services and statutory refund penalties — that contrast significantly with the more fragmented, market-driven regulatory architecture of the United States. The article concludes with observations on the implications of Uzbekistan's 2022 reform for regional legal harmonization and the country's ongoing integration into international trade and WTO frameworks.*

Keywords: *electronic commerce, e-commerce law, Uzbekistan, comparative law, digital contracts, electronic signatures, consumer protection, escrow, platform liability, WTO accession*

I. INTRODUCTION

The global proliferation of electronic commerce has generated one of the most significant waves of legislative activity in the history of commercial law. From the earliest digital transaction statutes of the late 1990s to the sophisticated multi-layered regulatory frameworks of the 2020s, states across the world have been compelled to develop legal instruments capable of addressing the unique challenges posed by the dematerialization of commercial relationships. The validity of electronic contracts, the legal status of digital

signatures, the protection of consumers in online markets, and the allocation of liability among platform intermediaries have emerged as foundational questions requiring clear legislative answers.

The Republic of Uzbekistan has undergone a profound transformation of its legal and economic landscape over the past decade, with the digitalization of commerce emerging as a central pillar of the country's economic modernization strategy. The enactment of Law No. 792 "On E-Commerce" on September 29, 2022, represented a decisive step in this transformation — replacing a 2004 framework that had become inadequate in the face of explosive growth in domestic e-commerce platforms, mobile payment systems, and cross-border digital trade. The 2022 Law introduces comprehensive provisions on the legal status of electronic documents and contracts, the rights and obligations of market participants, payment and escrow mechanisms, consumer protection in online transactions, and the regulatory role of the state — constituting what is, in effect, a codified e-commerce code for the Uzbek legal system.

The United States, by contrast, has developed its electronic commerce legal framework through a combination of federal statutes, uniform state laws, sector-specific regulations, and judicial interpretation. The E-SIGN Act (2000) and the UETA (1999) established the foundational principle of electronic equivalence, while the UCC, the FTC Act, and a complex web of state consumer protection laws govern the substantive rights and obligations of e-commerce participants. This multi-layered, largely market-driven approach reflects the United States' broader legal tradition of regulatory pluralism and stands in significant contrast to Uzbekistan's more unified, codified model.

This article proceeds as follows. Part II provides an overview of the historical development of e-commerce law in both jurisdictions. Part III examines the structural architecture of the Uzbek Law No. 792 and the US federal framework. Part IV conducts a comparative analysis of key substantive provisions across six thematic areas: electronic contract formation, digital signatures, consumer protection, payment regulation, escrow mechanisms, and platform liability. Part V identifies the principal convergences and divergences between the two systems and assesses the implications of these differences for practitioners, policymakers, and the broader project of international legal harmonization. Part VI concludes with observations on the significance of Uzbekistan's 2022 reform in the context of the country's WTO accession and regional integration ambitions.

II. HISTORICAL DEVELOPMENT OF E-COMMERCE LAW

A. Uzbekistan: From 2004 to 2022

Uzbekistan's first attempt to legislate electronic commerce was the Law "On Electronic Commerce" No. 613-II, adopted on April 29, 2004. Enacted at a time when internet penetration in the country was negligible and digital commercial activity was in its infancy, the 2004 Law provided a basic framework for recognizing electronic documents and transactions but lacked the technical sophistication and institutional detail required to govern a modern e-commerce ecosystem. Over the following two decades, Uzbekistan's digital economy expanded dramatically, driven by mobile connectivity, the proliferation of

domestic e-commerce platforms such as Uzum Market, and the rapid adoption of digital payment systems including PayMe and Click.

The inadequacy of the 2004 framework became increasingly apparent as e-commerce activity accelerated. Key gaps included the absence of detailed provisions on platform operator obligations, consumer remedies in online transactions, escrow mechanisms for buyer protection, and the regulatory treatment of digital products. Successive amendments — including Law No. ZRQ-385 (2015) and provisions of Law No. ZRQ-455 (2017) — attempted to address some of these deficiencies, but a comprehensive recodification was recognized as necessary.

The adoption of Law No. 792 on September 29, 2022, entering into force three months after official publication, represented the culmination of this reform process. The 2022 Law invalidated and replaced the 2004 framework in its entirety, establishing a comprehensive statutory regime across seven chapters and thirty-three articles. It reflects both the lessons of Uzbekistan's own digital commerce experience and a deliberate engagement with international best practices — including the legal frameworks of the European Union, the United States, and the UNCITRAL Model Law on Electronic Commerce.

B. United States: A Pluralist Evolutionary Approach

The United States' approach to e-commerce regulation evolved through a different trajectory, shaped by the country's federal structure, its common law tradition, and its preference for market-led development with targeted legislative intervention. The foundational instruments of US e-commerce law were developed in the late 1990s and early 2000s, in direct response to the explosive growth of internet-based commerce.

The Uniform Electronic Transactions Act (UETA), promulgated by the National Conference of Commissioners on Uniform State Laws in 1999 and subsequently adopted by 49 US states, established the baseline principle that electronic records and signatures have the same legal effect as their paper equivalents. The Electronic Signatures in Global and National Commerce Act (E-SIGN Act), enacted by the federal Congress in 2000, extended this principle to interstate and foreign commerce, preempting inconsistent state laws while preserving state UETA adoptions.

The substantive rights and obligations of e-commerce participants are governed by a range of additional instruments: Article 2 of the Uniform Commercial Code governs the sale of goods in online transactions; the FTC Act and FTC-promulgated rules address consumer protection and unfair or deceptive trade practices; the CAN-SPAM Act regulates commercial email communications; the Children's Online Privacy Protection Act (COPPA) addresses privacy in online services directed at minors; and state consumer protection statutes — notably California's Consumer Privacy Act (CCPA) — have emerged as significant sources of e-commerce regulation at the sub-federal level.

III. STRUCTURAL ARCHITECTURE OF THE TWO FRAMEWORKS

A. Uzbekistan: Law No. 792 — A Codified Framework

Law No. 792 is organized across seven chapters and thirty-three articles, constituting a self-contained statutory code for electronic commerce. Chapter 1 establishes general

provisions, definitions, and foundational principles. Chapter 2 addresses state regulation, delineating the powers of the Cabinet of Ministers and the designated regulatory authority — the National Agency for Promising Projects. Chapter 3 defines the categories of e-commerce participants and their respective rights and obligations. Chapter 4 governs the conclusion and validity of electronic contracts, including specific provisions on offers, acceptances, electronic signatures, and digital product transactions. Chapter 5 addresses payment methods and introduces the statutory escrow mechanism. Chapter 6 provides detailed consumer protection provisions on delivery, defective goods, and refunds. Chapter 7 contains final provisions on dispute resolution, liability, and legislative harmonization.

This codified architecture reflects Uzbekistan's civil law tradition, in which comprehensive statutory codes are the primary source of legal obligation. The Law's scope is defined broadly: it applies to all commercial transactions conducted through electronic trading platforms using information systems within the framework of entrepreneurial activity, with explicit exclusions for public procurement and licensed exchange transactions (Article 1).

B. United States: A Multi-Layered Federal-State Architecture

The US framework lacks a single comprehensive e-commerce code. Instead, electronic commerce is governed by a constellation of federal statutes, uniform state laws, agency regulations, and judicial interpretations that operate across different levels of the federal system and address different aspects of digital commercial activity.

At the federal level, the E-SIGN Act (15 U.S.C. §§ 7001-7031) provides the foundational rule of electronic equivalence and governs the validity of electronic contracts and signatures in interstate and foreign commerce. The UETA, as a uniform state law, governs electronic transactions within individual states. The UCC — another uniform state law — applies to the sale of goods, including goods sold online. The FTC Act (15 U.S.C. §§ 41-58) and FTC rules address consumer protection, deceptive practices, and sector-specific regulations such as the Mail Order Rule, which governs delivery timelines in direct-to-consumer sales.

This pluralist architecture creates significant complexity for both domestic and cross-border e-commerce practitioners. A transaction conducted between parties in different US states may be subject to different state consumer protection regimes, different UETA implementations, and different common law contract rules — a complexity that has no equivalent in Uzbekistan's unified framework.

IV. COMPARATIVE ANALYSIS OF KEY SUBSTANTIVE PROVISIONS

A. Electronic Contract Formation

Both legal systems recognize electronic contracts as legally valid and enforceable, and both establish the principle that a contract may not be denied legal effect solely on the basis that it was concluded by electronic means. In Uzbekistan, this principle is enshrined in Article 15 of Law No. 792, which explicitly provides that electronic documents in e-commerce "are equated with documents drawn up on paper and signed by hand." In the United States, the equivalent principle is established by E-SIGN Act Section 101(a) and

UETA Section 7, which provide that an electronic record or signature may not be denied legal effect solely because it is in electronic form.

The mechanics of electronic contract formation, however, differ in instructive ways. Under Uzbek law, Article 14 requires that e-commerce contracts comply with the Civil Code of Uzbekistan — which follows the continental civil law model of offer and acceptance — and provides that a contract is concluded in the form of an electronic document by the parties agreeing on its terms through electronic document confirmation. Article 19 specifies that the contract is concluded from the moment the offeror receives the acceptor's acceptance. Article 16 establishes detailed mandatory content requirements for electronic offers, including the offeror's identifying information, licensing details where applicable, pricing, delivery terms, and acceptance procedures.

In the United States, contract formation in e-commerce is governed primarily by UETA Section 14 and common law principles of offer and acceptance as modified by UCC Article 2 for goods transactions. The US framework is notably less prescriptive on offer content requirements — UCC Section 2-204 provides that a contract for the sale of goods may be made in any manner sufficient to show agreement — reflecting the common law's preference for party autonomy and contextual interpretation over mandatory formalism.

A particularly notable feature of Uzbek law is Article 21's requirement that contract terms be formulated in the Uzbek state language, with other languages permissible as additions. No equivalent federal language requirement exists in the United States, though state laws in some jurisdictions impose language disclosure requirements in consumer contracts.

B. Electronic Signatures

Both systems recognize a broad range of electronic authentication methods as legally valid signatures. Uzbekistan's Article 14 explicitly recognizes Electronic Digital Signatures (EDS), SMS confirmations, Face-ID, and "other electronic verification methods that express the consent of the person signing the document and allow for identification and authentication." This inclusive approach reflects a pragmatic recognition of the diversity of authentication technologies in use in Uzbekistan's mobile-first digital commerce environment.

The US E-SIGN Act Section 106(5) defines "electronic signature" as "an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record." This definition is similarly broad and technology-neutral, reflecting the US framework's preference for principle-based rather than technology-specific legislation. UETA Section 2(8) adopts an identical definition.

The principal divergence in this area lies not in the definition of valid signatures but in the institutional infrastructure surrounding their use. Uzbekistan has developed a national Electronic Digital Signature system administered by state-authorized certification centers, reflecting the civil law tradition's preference for state-backed authentication infrastructure.

The US market, by contrast, is characterized by a proliferation of competing private-sector authentication providers operating under market-based trust models.

C. Consumer Protection

Consumer protection in e-commerce represents one of the areas of most significant substantive divergence between the two legal systems — not in their ultimate objectives, which are shared, but in their regulatory architecture and the specificity of statutory protection afforded to online buyers.

Uzbekistan's Law No. 792 provides detailed, prescriptive consumer protections with explicit statutory remedies. Article 25 establishes a default thirty-day delivery obligation for contracts that do not specify a delivery date — a bright-line rule that creates clear legal certainty for consumers. Article 26 imposes specific replacement timelines for defective goods: seven days for standard replacement, and twenty days where quality verification is required. Where a product of the same model is unavailable, the seller must satisfy the replacement request within one month, failing which the contract must be terminated with compensation. Critically, Article 26 provides that damage resulting from opening packaging to inspect goods does not deprive the buyer of return rights — a provision that directly addresses a common source of consumer disputes in online retail.

Article 27 establishes perhaps the most consumer-protective refund regime in the region: refunds must be made in the same payment method used by the buyer, and a statutory penalty of one percent per day applies to refund delays, capped at the total refund amount. This explicit statutory penalty — automatic and not requiring judicial determination of fault — contrasts markedly with the US approach.

In the United States, consumer protection in e-commerce is governed by a combination of the FTC Act's prohibition on unfair or deceptive trade practices, the FTC's Mail Order Rule (16 C.F.R. Part 435) which imposes a default thirty-day shipment obligation with notification and refund requirements for delays, and state consumer protection statutes. There is no federal statutory equivalent to Uzbekistan's one-percent-per-day refund delay penalty; consumers who experience refund delays must typically resort to credit card chargeback mechanisms, FTC complaints, or state court litigation — processes that impose significantly higher transaction costs on affected consumers.

D. Payment Regulation

Article 22 of Law No. 792 establishes three recognized payment methods in Uzbekistan e-commerce: cash via virtual E-POS terminals; bank account transfers including card payments and remote banking systems; and electronic money via e-wallet systems. Article 23 imposes additional operational requirements: business-to-business transactions must be accompanied by electronic invoices; all retail sales must be processed through virtual cash registers connected to the tax authority's real-time monitoring system; and electronic receipts must be delivered to buyers via SMS or email.

The mandatory virtual cash register requirement reflects Uzbekistan's broader fiscal digitalization agenda and represents a direct integration of e-commerce regulation with tax administration — a connection that has no direct federal equivalent in the United States.

The US payment landscape for e-commerce is regulated primarily through the Electronic Fund Transfer Act (EFTA), Regulation E, the Payment Card Industry Data Security Standard (PCI DSS) as a private-sector framework, and state money transmission laws, none of which impose equivalent point-of-sale real-time tax reporting obligations.

E. Escrow Mechanisms

The escrow service established by Article 24 of Law No. 792 represents one of the most distinctive and consumer-protective features of the Uzbek e-commerce framework, and one that has no direct statutory equivalent at the federal level in the United States. Article 24 provides that e-commerce platform operators, payment service providers, and delivery service providers may implement escrow services in their information systems or bank accounts, and establishes detailed rules for the holding, release, and forfeiture of escrowed funds.

The most significant consumer protection feature of Article 24 is its provision that escrowed funds do not constitute the property of the escrow service provider and cannot be used to satisfy the provider's obligations to any counterparty, including the state. This ring-fencing protection ensures that consumer funds held in escrow are insulated from the insolvency or financial difficulties of platform operators — a protection of considerable practical significance in a market characterized by rapidly growing, capital-intensive platform businesses.

In the United States, buyer protection mechanisms equivalent in function to escrow — such as Amazon's A-to-z Guarantee and PayPal's Purchase Protection program — exist as voluntary platform policies rather than statutory obligations. The legal basis for these programs is contractual, not regulatory, and their terms are subject to unilateral modification by platform operators. No federal statute mandates escrow services in e-commerce transactions, and the protection afforded to consumers in the event of platform insolvency is governed by general bankruptcy law principles rather than e-commerce-specific ring-fencing provisions.

F. Platform Operator Liability

The treatment of platform operator liability represents perhaps the most fundamental structural divergence between the Uzbek and US e-commerce frameworks. Article 13 of Law No. 792 imposes affirmative compliance obligations on platform operators, including obligations to remove goods withdrawn from circulation, to display service terms and conditions publicly, to provide thirty days' advance notice of material changes to service terms, and to verify sellers' licensing documentation for regulated goods. The Law holds platform operators accountable for compliance with these obligations, establishing a regulatory model in which platforms bear substantive responsibility for the conduct of their marketplaces.

This model contrasts sharply with the liability protection afforded to online platforms in the United States by Section 230 of the Communications Decency Act (47 U.S.C. § 230), which provides that no provider or user of an interactive computer service shall be treated as the publisher or speaker of third-party content. Section 230's broad immunity has been

interpreted by US courts to shield platform operators from liability for a wide range of third-party conduct on their platforms, including the sale of defective or unlawful goods, subject to limited exceptions for intellectual property infringement and federal criminal law violations.

The divergence between Uzbekistan's compliance-obligation model and the United States' immunity-based model reflects fundamentally different assessments of the appropriate role of platform intermediaries in digital markets. Uzbekistan's approach is consistent with the regulatory trajectory of the European Union's Digital Services Act (Regulation (EU) 2022/2065), which similarly imposes affirmative obligations on online platforms and represents a significant departure from the Section 230 model.

V. PRINCIPAL CONVERGENCES, DIVERGENCES, AND POLICY IMPLICATIONS

A. Areas of Convergence

Notwithstanding the structural differences between the two frameworks, the comparative analysis reveals substantial convergence in foundational principles. Both systems recognize the legal equivalence of electronic and paper-based contracts and documents. Both adopt technology-neutral definitions of electronic signatures that accommodate a broad range of authentication methods. Both impose default delivery obligations on e-commerce sellers — the thirty-day default rule is identical in Uzbek Article 25 and the US FTC Mail Order Rule. Both systems articulate consumer protection as a central regulatory objective, even if the mechanisms through which that objective is pursued differ significantly.

These convergences are not coincidental. They reflect the influence of international instruments — particularly the UNCITRAL Model Law on Electronic Commerce (1996), the UNCITRAL Model Law on Electronic Signatures (2001), and the UN Convention on the Use of Electronic Communications in International Contracts (2005) — on the development of national e-commerce law across jurisdictions. Uzbekistan's 2022 Law demonstrates clear awareness of these instruments, and its foundational provisions on electronic equivalence and party autonomy are consistent with the UNCITRAL framework.

B. Areas of Divergence and Their Policy Implications

The most significant divergences identified in this analysis — the escrow mandate, the refund penalty regime, the platform compliance obligations, and the language requirement — reflect deeper differences in legal tradition, regulatory philosophy, and institutional context between the two systems.

Uzbekistan's more prescriptive, state-centric approach to e-commerce regulation is consistent with its civil law tradition and reflects a deliberate policy choice to provide explicit statutory protection to consumers in a market where private enforcement mechanisms — class action litigation, credit card chargeback systems, private arbitration — are less developed than in the United States. The one-percent-per-day refund penalty, for instance, serves as an automatic deterrent to seller misconduct that does not require

consumer initiative to activate — a feature of considerable practical importance in a market where consumer legal literacy and enforcement capacity may be limited.

The United States' more fragmented, market-driven approach reflects a different set of institutional assumptions: the availability of robust private enforcement mechanisms, the capacity of market competition to discipline platform operators, and a constitutional and cultural preference for limited federal regulatory intervention in commercial markets. These assumptions, and the regulatory choices they generate, are increasingly being challenged — particularly in the context of dominant platform operators — but they continue to shape the fundamental architecture of US e-commerce law.

For practitioners advising cross-border e-commerce businesses operating in both jurisdictions, these divergences generate significant compliance complexity. Platform operators entering the Uzbek market must be prepared to implement statutory escrow mechanisms, virtual cash register integrations, Uzbek-language contract terms, and affirmative seller verification procedures that would not be required of them under US law. Conversely, Uzbek businesses seeking to access the US market must navigate a regulatory landscape that is simultaneously more permissive on some dimensions (platform liability, refund obligations) and more complex on others (state-level consumer protection variation, federal-state jurisdictional overlap).

VI. WTO ACCESSION AND REGIONAL LEGAL HARMONIZATION

The 2022 reform of Uzbekistan's e-commerce law must be understood in the context of the country's strategic objective of accession to the World Trade Organization and its broader ambition of integration into regional and global economic frameworks. Uzbekistan applied for WTO observer status in 1994 and formally applied for WTO membership in 2019; accession negotiations are ongoing. The WTO's emerging work program on electronic commerce — including the Joint Statement Initiative on E-Commerce, in which over 90 WTO members are participating — is likely to generate binding multilateral commitments on topics including electronic authentication, digital product classification, and customs duties on electronic transmissions that will directly implicate domestic e-commerce law.

Law No. 792's alignment with UNCITRAL principles, its explicit recognition of international treaty supremacy (Article 2), and its provisions on cross-border electronic document validity position Uzbekistan's domestic e-commerce framework favorably for WTO accession negotiations. The 2024-2026 tax reforms — including the reduction of VAT to fifteen percent, the consolidation of the tax system to nine core taxes, and the abolition of most export-related tax benefits in alignment with WTO national treatment obligations — further demonstrate Uzbekistan's commitment to legislative harmonization with international trade standards.

At the regional level, Uzbekistan's e-commerce framework intersects with the regulatory initiatives of the Eurasian Economic Union (EAEU), of which Uzbekistan is not currently a member but with which it maintains observer status, and with the emerging digital economy frameworks of the Shanghai Cooperation Organisation (SCO). The comparative analysis presented in this article suggests that Uzbekistan's domestic

framework, while structurally closer to continental European models than to the US approach, is sufficiently flexible and internationally oriented to support productive engagement with both regional and global e-commerce governance initiatives.

VII. CONCLUSION

This article has examined the legal architecture of electronic commerce regulation in Uzbekistan and the United States through a comprehensive comparative analysis of their foundational instruments, key substantive provisions, and underlying regulatory philosophies. The analysis reveals a complex picture of convergence and divergence: both systems are committed to the legal validity of electronic transactions and the protection of consumers in digital markets, but they pursue these shared objectives through fundamentally different institutional arrangements and with significantly different levels of statutory specificity.

Uzbekistan's Law No. 792 (2022) represents a sophisticated and internationally informed legislative achievement — a codified e-commerce framework that provides clear, prescriptive protections for market participants while accommodating the technological dynamism of modern digital commerce. Its mandatory escrow provisions, explicit refund penalty regime, and affirmative platform operator obligations place it among the more consumer-protective e-commerce frameworks in the region and reflect a regulatory philosophy more closely aligned with the European Union's emerging digital market regulation than with the United States' market-driven model.

The United States' framework, while foundationally sound in its recognition of electronic equivalence, is characterized by a fragmentation and reliance on private enforcement mechanisms that generates significant complexity for both domestic and cross-border e-commerce participants. The growing pressure for federal legislative reform — particularly in the areas of platform liability and consumer data protection — suggests that the US framework may evolve in directions that narrow some of the divergences identified in this analysis.

For Uzbekistan, the 2022 reform provides a solid legislative foundation for the continued growth of its digital economy and for the country's ongoing engagement with international trade and WTO accession processes. Future legislative priorities might productively include the development of sector-specific regulations for digital financial services and artificial intelligence applications in commerce — areas anticipated in the Law's forward-looking references to technology and innovation — as well as the strengthening of cross-border enforcement mechanisms for consumer protection claims arising from international e-commerce transactions.

The comparative analysis presented in this article contributes to the growing body of scholarship on digital commerce regulation in transitional economies and offers practical guidance for legal practitioners, policymakers, and academic researchers engaged with the rapidly evolving global landscape of e-commerce law.

REFERENCES:

Primary Legal Sources — Uzbekistan

Law of the Republic of Uzbekistan No. 792 "On E-Commerce" (September 29, 2022).
National Database of Legislative Information.

Law of the Republic of Uzbekistan No. 613-II "On Electronic Commerce" (April 29, 2004) [invalidated 2022].

Civil Code of the Republic of Uzbekistan (1997, as amended).

Tax Code of the Republic of Uzbekistan (2020, as amended).

Law of the Republic of Uzbekistan No. ZRQ-683 "On Amendments to Certain Legislative Acts" (April 21, 2021).

Law of the Republic of Uzbekistan No. ZRQ-1057 (April 17, 2025).

Primary Legal Sources — United States

Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. §§ 7001–7031 (2000).

Uniform Electronic Transactions Act (UETA), National Conference of Commissioners on Uniform State Laws (1999).

Uniform Commercial Code, Article 2 (Sale of Goods).

Federal Trade Commission Act, 15 U.S.C. §§ 41–58.

FTC Mail Order Rule, 16 C.F.R. Part 435.

Communications Decency Act, Section 230, 47 U.S.C. § 230 (1996).

Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506 (1998).

California Consumer Privacy Act (CCPA), Cal. Civ. Code §§ 1798.100 et seq. (2018).

International Instruments

UNCITRAL Model Law on Electronic Commerce (1996). United Nations Commission on International Trade Law.

UNCITRAL Model Law on Electronic Signatures (2001). United Nations Commission on International Trade Law.

United Nations Convention on the Use of Electronic Communications in International Contracts (2005).

Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act).

WTO Joint Statement Initiative on Electronic Commerce (2019–present).

Secondary Sources

Eiselen, S. (2022). "Similarities and Differences in the CISG and the UETA/E-SIGN in the Context of Electronic Commerce." *Uniform Law Review*, 27(2), 145–168.

Grosse Ruse-Khan, H. (2021). "Digital Trade Law and Policy." *Cambridge International Trade and Economic Law Series*. Cambridge University Press.

Hultmark, C. (2023). "Electronic Commerce and Contracts: A Comparative Perspective." *International Journal of Law and Information Technology*, 31(1), 22–47.

Kerikmäe, T. & Rull, A. (eds.) (2020). *The Future of Law and eTechnologies*. Springer International Publishing.

Laryea, E. (2023). "Facilitating Electronic Commerce in Developing Economies." *Journal of World Trade*, 57(3), 401–428.

Murray, A. (2023). *Information Technology Law: The Law and Society* (4th ed.). Oxford University Press.

Svantesson, D. J. B. (2021). *Private International Law and the Internet* (3rd ed.). Kluwer Law International.

UNCTAD (2023). *E-Commerce and Development Report 2023*. United Nations Conference on Trade and Development, Geneva.

World Bank (2024). *Uzbekistan Digital Economy Assessment*. Washington D.C.: World Bank Group.

Yusupova, N. & Karimov, B. (2023). "Digital Transformation of Commercial Law in Central Asia: Trends and Challenges." *Central Asian Journal of Law and Policy*, 4(1), 12–34.