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LAW OF THE REPUBLIC OF UZBEKISTAN

ABOUT E-COMMERCE

LexUZ review

This Law is amended by the Law of the Republic of Uzbekistan "On electronic commerce" and In accordance with the Law of the Republic of Uzbekistan dated May 22, 2015 No. ZRU-385 "On amendments" .

Article 1 The purpose of this Act

The purpose of this Law is to regulate relations in the field of e-commerce.

Article 2 Legislation on e-commerce

The legislation on electronic commerce consists of this Law and other legislative acts.

If the international agreement of the Republic of Uzbekistan on electronic commerce of the Republic of Uzbekistan the rules of an international treaty shall apply if rules other than those provided for in the legislation are established.

Article 3 E-commerce

To sell goods, perform work and provide services, which are carried out using information systems Entrepreneurial activity is e-commerce.

Article 4 E-commerce participants

Legal entities and individuals engaged in e-commerce, as well as related goods (works, legal entities and individuals who are buyers of services) are participants in e-commerce.

Media intermediaries can also participate in e-commerce. Electronic document management services providing legal entities and individuals are information intermediaries.

Article 5 Legal status of e-commerce participants

E-commerce participants are provided for in this Law, other legislation, as well as in the contracts concluded exercise their rights and fulfill their obligations.

Participation in e-commerce, its participants, unless otherwise provided by law additional requirements for business activities carried out without the use of relative information systems or there can be no basis for setting restrictions.

Article 6 Information on the legal entity or individual engaged in e-commerce

Legal entity or individual carrying out e-commerce to the buyer of goods (works, services): the full name or surname, name and patronymic of the legal entity, indicating the organizational and legal form of the legal entity father's name; postal and e-mail address, as well as information on its state registration; information on the existence of a license in cases provided by law or provide him with the freedom to use such information.

With regard to information on the legal entity or individual engaged in e-commerce in the legislation other requirements may also be specified.

Article 7 Media services

Media services are provided on a contractual basis.

Information intermediaries, unless otherwise stated in the terms of contracts with e-commerce participants has no right to change the content of electronic documents or the order of their use, unless otherwise provided.

Article 8 Terms of the contract in e-commerce

The terms of the contract in e-commerce must comply with the requirements of the legislation.

An e-commerce contract is an e-commerce that is placed on an information resource that is freely available to all may include special conditions to be included by reference to the document. In this case, the electronic document is posted the e-commerce participant has free access to it for the period specified by the legislation or the contract and after the expiration of this period in the manner prescribed by the legislation of this electronic document must be maintained.

Article 9 Contracting in e-commerce

In e-commerce, a contract can be concluded through:

electronic document exchange;

on the acceptance of an accepted offer (contract offer), which is not in the form of an electronic document sending an electronic document;

actions on fulfillment of the terms of the contract in the received offer, which is in the form of an electronic document

make it happen.

In e-commerce, an electronic document containing a contract acceptance (acceptance of an offer) is performed in e-commerce at the time of acceptance by the legal entity or individual, or in an electronic document containing the offer that the actions provided for acceptance were made at the time when the goods (works, services) were performed by the buyer recognized.

Confirmation of receipt of an electronic document containing the offer without consent to the terms of the offer, the same as well as inaction of the buyer of goods (works, services), unless otherwise provided by law; acceptance is not considered.

If the legislation relates to the conclusion or execution of the contract by the party to the contract to the other party if the obligation to provide the document is envisaged, the performance of the specified obligation is irrespective of the method of concluding the contract is done.

In e-commerce, the contract is electronic only, unless otherwise provided by law cannot be found to be invalid based on the fact that it was drawn up using documents.

Article 10 Offer in e-commerce

Invitations to the offer in e-commerce, including advertising of the offered goods (works, services) or other information to e - commerce of the received information to the recipient who does not have special knowledge clear definition of the applicability and legal status of the sender of the offer, his goods (works, services) (works, services) in a form that allows you to get an accurate idea of the price and conditions of their receipt should be provided.

Article 11 Requirements for the offer in e-commerce

An offer sent for the purpose of concluding a contract in e-commerce, including to an unknown person Offer to be sent:

the procedure for concluding a contract using electronic documents;

the possibility and procedure for making changes when agreeing the terms of the contract;

the procedure for sending and withdrawing acceptance by electronic document;

by linking to an electronic document posted on a publicly available information resource should contain notes relating to the terms to be included in the contract.

Article 12 Use of electronic documents as evidence of the transaction

Electronic documents can be used as evidence of the transaction.

Article 13 Dispute resolution

Disputes in the field of e-commerce are resolved in the manner prescribed by law.

Article 14 Liability for violation of e-commerce legislation

Persons guilty of violating the legislation on e-commerce shall be liable in the prescribed manner.

President of the Republic of Uzbekistan I. KARIMOV

Tashkent,
April 29, 2004
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