CONSUMER RIGHTS PROTECTION IN E-COMMERCE: THE CASE OF WILDBERRIES, UZUM MARKET, AND INTERNATIONAL PLATFORMS

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https://doi.org/10.5281/zenodo.20809027

Abstract. *In the context of the digital economy, legally defining the boundaries of liability for online marketplace operators represents a pressing issue. This article provides a comparative legal analysis of consumer protection challenges in e-commerce, drawing on the risk management and legal models of the Amazon, Wildberries, and Uzum Market platforms. The study compares UNCITRAL model laws and the EU Digital Services Act regulations with the Civil Code and the e-commerce legislative framework of the Republic of Uzbekistan. Based on the findings, imperative legal norms were developed to introduce the institution of joint and several liability for electronic commerce operators, alongside mandatory online dispute resolution (ODR) systems within national legislation.*

Keywords: *e-commerce, consumer rights, platform liability, risk management, Uzum Market, Wildberries, Amazon, ODR, counterfeit, joint and several liability, digital asymmetry.*

1. INTRODUCTION

Today, digital platforms of a cross-border and national nature have radically changed the traditional architecture of economic relations. Globally, e-commerce turnover is set to reach $6.3 trillion in 2024, while the figure continues to grow at an unprecedented pace following the improvement of digital infrastructure. In the Republic of Uzbekistan, in recent years, digital ecosystems, in particular platforms such as Uzum Market and cross-border Wildberries, have become the main driver shaping the everyday consumer behavior of citizens.

However, this process of dynamic development brought with it systemic risks posed by the lack of legal regulatory mechanisms. According to the official statistical analysis of the Committee for Competition Development and Consumer Rights Protection of the Republic of Uzbekistan, "the volume of consumer complaints and applications in the e-commerce sector increased fourfold over the next three years**".** The substantive basis of these appeals is mainly the low quality of the purchased goods, the widespread distribution of counterfeit products that violate the intellectual property, the complexity of recall mechanisms, as well as attempts by operators of the digital platform to evade any legal responsibility.

In international legal doctrine, this global crisis is known as **the "Platform Responsibility Dilemma".** Virtual platforms interpret their legal status simply as a "neutral technical intermediary" that brings together the information transmitter, the buyer, and the independent seller. As a result, the consumer, who is considered the most vulnerable party in a contractual relationship, is forced to settle legal issues with unknown third-party vendors when he purchases counterfeit or defective goods, effectively remaining vulnerable.

“Although Uzbekistan has implemented a large-scale program to reform the digital space, in particular the Law of 2022 No ZRU-792 "On e-commerce", in practice the ultimate responsibility of digital platform operators, fast online dispute resolution systems and algorithmic risk management models have not been fully resolved “

Therefore, it is of urgent importance to regulate relations in this direction through a systemic chain of legal sanctions.

2. LITERATURE REVIEW

Digital platforms and the limits of their mediation immunity are one of the areas that are being extensively explored by international law scholars and law schools. In particular, the international researcher A. Marsoof “analyzes the conceptual evolution of digital platforms emerging from the status of classical mediation in his fundamental works”

In his opinion, if the platform is directly involved in the formulation of contract terms, payment acceptance or logistics chain and receives an economic benefit (commission) from it, it loses its status as a "neutral intermediary" and must be held strictly liable to the consumer.

In the context of personal data inviolability and digital security, fundamental legal doctrine defines the right to personal inviolability as a priority value. Article 28 of the Law of the Republic of Uzbekistan "On Personal Information" sets out strict requirements to ensure the confidentiality of personal information. According to it, the requirement that must be observed by the owner and (or) the operator or another person who has received permission to use personal data is the confidentiality of personal data, which is not allowed to disclose and disseminate personal information without the consent of the subject or in the absence of other legal grounds. Based on this norm, it is established that the owner and (or) operator and other persons who have received permission to use personal information must not disclose and distribute personal information to third parties without the consent of the subject."

Due to the collection of the collection of consumers' personal and financial data on digital platforms, the principles of contractual freedom are being violated. Mandatory and non-alternative offers used by the platforms are becoming a form of obtaining consent by forcing consumers to process their personal data, and this is contrary to the principle of civil law equality.

Another legal problem is the procedural complexity of regulating relationships of a public nature in the digital space, in particular the activities of marketplaces. “In his scientific work, the researcher K.A. Kocharyan substantiates the violation of the rights of consumers and sellers due to the terms of public offer on electronic trading platforms, as well as the imperfection of the legal mechanisms of the system of consideration of complaints”. Physical court hearings, government fees, and attorneys' fees are completely economically unreasonable for small online transactions. In order to overcome this crisis, the scientist advances the concept of imperative designation at the legislative level of alternative online dispute resolution platforms, in particular neural networks and digital mediation-based systems.

3. RESEARCH METHODOLOGY

The methodological architecture of the research consists of system-legal, comparative legal expertise, empirical, sociological, induction, deduction and methods of legal modeling. During the study, international legal standards in the field of e-commerce, “in particular the UNCITRAL Model Laws developed by the UN Commission on International Trade Law” [] and the European Union's *Digital Services Act (DSA, 2022),* “which is considered a digital revolution, were carefully examined and the possibilities for implementation into national legislation were evaluated “[].

At the national level, the new version of the Constitution of the Republic of Uzbekistan, the section on the law of obligations of the Civil Code, the laws "On e-commerce" and "On consumer protection" were examined legally in terms of "legal conflicts" and gaps. As empirical materials, US precedents, analytical reports of foreign supervisory authorities and official statistics of the Competition Committee of the Republic of Uzbekistan were subjected to comparative analysis.

4. RESULTS

4.1. International models: Conflict between proactive and reactive risk management systems

In international legal and corporate practice, risk management systems aimed at ensuring consumer security of digital platforms are essentially divided into two poles:

A. Amazon (USA): Proactive Risk Management and Algorithmic Security Model

Amazon Corporation will take proactive legal and technological measures to maintain consumer confidence, despite the fact that the share of third-party sellers in the global digital market is more than 60%. “In particular, the platform introduces the institution of the "A-to-z Guarantee", according to which, in case the consumer makes a claim about defective or counterfeit goods, Amazon will implement a mechanism for returning money to the consumer at the expense of its own funds in the shortest possible time, without waiting for the seller's response”[].

In addition, artificial intelligence-based systems such as Project Zero and Brand Registry scan billions of brand cards every day, automatically blocking counterfeit products before they go on sale. In U.S. jurisprudence, this approach has also been legally strengthened: in the case of *Loomis v. Amazon.com LLC* (2021),” the California Court of Appeals ruled that Amazon Corporation was not just a passive intermediary transmitting information, but a vertical chain seller of a commodity, and sealed the platform's consolidated (joint) liability” [].

B. Wildberries (CIS): Reactive Risk-Model and Administrative Sanctions

The Wildberries platform has a largely decentralized, reactive (which acts after a problem occurs). The company's risk-management strategy is often not in line with international consumer standards and is transformed only after tough administrative pressure from state regulatory bodies or major court sanctions.

A prime example of this is showing that even for the return of goods that have been incorrectly or incorrectly sent by the platform for a long time, unreasonable funds are deducted from consumers under the name of "logistics charge". This practice has been partially canceled only after the influence of the government consumer protection bodies, which indicates the weakness of the system's internal consumer protection filters.

4.2. National Digital Market: Uzum Market Ecosystem and Legal Reality

Showing the model of the transition period in the Uzbek e-commerce market and having a dynamic growth rate of 35% per year on average, the Uzum Market ecosystem has formed a peculiar hybrid mechanism. The Company's Applied Risk Management System is in accordance with national legislation:

1. **Data security and localization:** E-commerce operators must ensure that when processing personal data and personal identities of users in the digital environment, Article 27¹ of the Law of the Republic of Uzbekistan "On personal data", e-commerce operators must ensure that when processing in the digital environment, they are localized by technical means on the territory of the country[].At the same time, information security and protection of the details of reliable payment systems within the framework of the Law of the Republic of

Uzbekistan "On Electronic Commerce" are among the obligations of the participants of e-commerce. [].

2. **Vendor screening:** Every business entity wishing to start trading on the platform goes through a primary legal and tax filtering process.
3. **Uzum FBO system:** Unlike traditional marketplays, the platform takes over the processes of goods receiving, logistics, and warehousing, allowing to establish physical control over the quality of the goods.

However, despite this positive infrastructure, upon analyzing the Public Offer (User Agreement) of Uzum's Market platform from a legal point of view, it seems that the platform operator tries to maintain the status of a "neutral intermediary" by placing full civil liability on the seller for all civil liability for hidden defects of the goods, violation of intellectual property rights or counterfeiting. This leaves the burden of procedural proof entirely on the citizen in the event of a dispute with the consumer.

5. DISCUSSION

The conducted comparative-legal and empirical analyses show that there is a serious imbalance in the functional position of digital market entities. These systemic problems are evident in the risk management level of the platforms:

Evaluation criteria	**Amazon (US)**	**Wildberries (CIS)**	**Uzum Market (Uzbekistan)**
Level of consumer protection	High (*A-to-z* warranty and immediate coverage)	Low (Long-term reactive processes)	Medium (Within the limits of national legislative standards)
Legal status of the Operator	Joint and Several Defendant (Based on Court Precedents)	Mediator (Subject to Administrative Penalties)	Intermediary (Limited liability under the contract)
Counterfeit goods filter	Automated AI (*Project Zero, Machine Learning*)	Weak (Mainly after consumer complaint)	Physical (Warehouse-level visual control)
Dispute Resolution Infrastructure (ODR)	Fully automated (24/7 digital arbitrage)	Partially formed (Electronic application system)	Not available (Call Center vs. traditional court redirect)
Level of regulatory compliance	Fully compliant with YEI *DSA* and U.S. *UCC norms*	Internal Corporate Rules Priority	Requirements of the Law of Law No. ZRU-792, need improvement

On the basis of these analyses, the legal expertise of national legislation reveals that the institution of **"accession agreement"** stipulated by Article 360 of the current Civil Code acquires monopolistic character in the digital economy. Major platforms are taking advantage of their economic advantage by forcing unreasonable terms on the consumer. The consumer cannot amend the text of the contract — he must either unconditionally accept the terms, or waive the right to buy.

Although Articles 12 and 13 of the Law "On Electronic Commerce" *define the obligations of operators of the electronic trading platform, the limits of their ultimate liability to the consumer are limited by extremely general principles. In practice, this norm allows marketplace platforms to shift any responsibility for the quality of goods directly to third parties (sellers) and evade responsibility by presenting themselves only as 'information intermediaries.'"* [1]**.** To overcome the information asymmetry in the digital space (the seller has an abundance of information, the consumer has little), it is necessary to introduce strict peremptory and coercive norms into the legislation. As grounded in Kocharyan's concept, the algorithmization of mandatory online dispute resolution (ODR) systems within platforms to reduce the burden of traditional courts and restore consumer legal confidence is a requirement of the times.

6. PROPOSALS FOR IMPROVING LEGISLATION

In order to eliminate systemic legal gaps and digital conflicts identified during the study, to guarantee unconditional protection of consumer rights in the virtual space, the following **drafts of blanket and mandatory legal norms** have been developed and are proposed for inclusion in the legislation of the Republic of Uzbekistan:

6.1. Amendment to Article 13 of the Law "On Electronic Commerce" (The Institution of Joint and several liability")

Article 13 of the Law (Rights and obligations of the operator of the electronic trading platform) is supplemented by the ninth part of the following content: "The operator of the electronic trading platform is solidly liable to the consumer within the framework of the electronic contract with the seller (supplier) in the following cases:

a) if the goods, which are the object of the contract, are packaged, stored and shipped from the operator's personal or leased warehouse complex;

b) if payment for the goods was received in full through the operator's internal payment system, billing platform or intermediary accounts;

c) in case the seller (legal entity or individual entrepreneur) is terminated in the manner prescribed by the legislation within 30 calendar days from the date of objection (complaint) by the consumer, the activities are terminated or it is impossible to establish contact with him and involve him in the legal process."

Rationale: The introduction of this rule puts an end to the practice of marketers simply avoiding liability under the guise of intermediary. The platforms will be directly financially responsible to the consumer for each commodity they control through the FBO system and receive financial benefits from their transaction.

6.2. Proposal to add a new Article 18¹ (Compulsory Online Dispute Resolution – ODR System) to the Law

When the law is supplemented by Article 18 of the following content:

"Article 18¹. Alternative online dispute resolution (ODR) in e-commerce

1

Operators of the electronic trading platform are required to implement an online dispute resolution (ODR) digital infrastructure within their platforms. All disputes related to a transaction between a consumer and a third-party seller will be resolved through the platform's internal ODR system within 15 working days if the dispute amount is up to 15 times the base amount, and if it is higher, within 30 business days by automated algorithms or digital mediation. Disputes that are not resolved through the ODR system within the prescribed time frame or that the consumer is not satisfied with the outcome of the review will be referred to the court for consideration in the dispute procedure. The activities of the electronic trading platform of operators who do not provide the technical infrastructure of the ODR system may be suspended by the competent state body in court."

Rationale: This provision makes a fast digital arbitrage system that allows consumers to get their money back with the click of a few buttons without going to the courts.

6.3. Supplement to Article 9 of the Law "On Protection of Consumer Rights" (Easing the burden of proof)

When Article 9 of the Law is supplemented by the fifth part of the following content:

"When the consumer provides visual or documentary preliminary grounds for the hidden defects of the goods purchased on e-commerce platforms or its counterfeiting (counterfeit), the burden (presumption) to prove the compliance of the goods with the requirements of the legislation and the terms of the contract is fully borne by the electronic trade operator and the seller."

Justification: Nowadays, to prove that a product is counterfeit, a consumer is required to conduct valuable examinations. Through this change, the burden of proof is shifted to the platform and the vendor, which ensures the consumer's procedural advantage.

7. CONCLUSION

In the era of digital transformation, legal passivity and reactive risk-management models will destroy consumers' overall confidence in the digital market. An analysis of international practice shows that while Amazon proactively solved this problem with the help of advanced artificial intelligence technologies and financial guarantees, Wildberries was forced to make reforms only after major administrative sanctions. The optimal strategy for e-commerce in Uzbekistan is to create a proactive legal model synthesizing cross-border standards instead of reactive model, which takes action after problems arise.

The guarantee of security and inviolability of personal data sealed by Article 31 of the Constitution of the Republic of Uzbekistan, as well as the system of joint and several liability and compulsory ODR that we offer are the fundamental legal foundation for restoring the criteria of fairness on the electronic trading platforms, protecting the consumer from fraud.

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