

ELECTRONIC CONTRACT: LEGAL ASPECT AND PECULIARITIES OF CONCLUSION

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Fierce competition in the market economy and the rapid growth of science and technology in the world led to the development of new forms of trade and economic relations. Unfortunately, the practice of forms that appear on the examples of developed countries outstrips the framework for the state regulation of the commercial segment and creates conditions for unregulated operation of electronic trading, leading to reverse negative result.

Equating electronic contracts to contracts in writing, the law on electronic commerce has allowed problems in the form of electronic contracts. However, Ukrainian legislation is currently not sufficiently standardized to ensure that all the provisions of the Law on Electronic Commerce can work effectively. The absence of a proper regulatory procedure using an electronic signature is a

potential risk for parties of agreements concluded online. Thus, the Law on Electronic Commerce was not able to make a positive impact on the practice of concluding electronic contracts in terms of signing.

The article is devoted to the analysis of the legal existence of the electronic contract. The mechanism for concluding an electronic contract and its terms are briefly described. The specifics of contracts concluded with the help of the network, their regulation along with the legal requirements of the state are described. The necessity of increasing the legislative base in the field of eligibility for the application of electronic contracts is determined.

The electronic contract took place, although it is clear that it has yet to move up through the ranks from the legal application to become a full and thorough legal instrument.