CONCEPT AND LEGAL SIGNIFICANCE OF SERVICE FOR A FEE, MEDIATION ISSUE

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Annotation: In this article, the concept of a service contract for a fee, the opinions of legal scholars on a service contract for a fee, norms related to a service contract for a fee in the legislation of the Republic of Uzbekistan, and the resolution of disputes within the framework of a service contract for a fee the concept of mediation, the problem situation and its solution are mentioned.

Key words: Service contract for a fee, mediation, mediation, conciliation, client, executor

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Some scholars who have studied the nature of the service contract for a fee suggest adding some additions to such a contract in terms of their point of view. In particular, legal scientist T.A. Mominov added the types of paid services specified in Article 703 of the Civil Code with physical education (sports) and hotel, insurance, railway, and aviation services. suggests that it is necessary. And F. Otakhanov to relations related to legal services.

Emphasizes that the norms of the Civil Code regulating the contract of services for a fee are also applied, B. Ibratov includes legal services in the category of service contracts for a fee, the same opinion is justified by M.I. Braginsky and V.V. Vitryansky In addition, Ya.F. Farakhitdinov, who studied the legal nature of production-related services, considers the subscription service contract to be a type of household contract, while B. Ibratov, on the contrary, believes that the subscription service contract notes that it is one of the independent contracts concluded in the field of rendering. Today, some types of contracts need to be legally defined independently. However, the "General Agreement on Trade in Services" of the World Trade Organization includes the classification of services and sections covering several hundred types of services. Strengthening each of them separately in the Civil Code should have a deep scientific basis. In other words, in the conditions of the market economy, the need to define the types of services that need to be strengthened in the Civil Code, not in the legal document, but in the Civil Code, based on the law of "demand and supply", in chapter 38 (Services for a fee) or as a separate chapter, is deeply scientific and theoretical. it is necessary to have a practical basis. According to Article 703 of the Civil Code of the Republic of Uzbekistan, the performance of non-material services (perform certain actions or perform certain activities) under the service contract for a fee, and the customer for this service Chapter 38, i.e. the provision of services for a fee,

applies to contracts for the provision of communication services, medical, veterinary, auditing, consulting, information services, education, tourist services and other services. is determined. Based on this, the principles of the service contract are that the executor must perform the service, perform a certain action or activity on the order of the customer, and the customer must pay for the service. The main part. The principle of freedom of contracts is a priority in civil-legal relations. Based on this, the basis for resolving disputes in the service contract is primarily derived from the provisions of the contract. In addition, Article 706 of the Civil Code stipulates the responsibility of the executor for breaching the service contract for a fee, according to which, in the event that the executor does not fulfill the service contract for a fee at all or to an appropriate extent, he shall fully compensate the customer for the resulting damage. must be paid, but this payment cannot be more than twice the price of the services stipulated in the contract, in cases where the executive does not fulfill his obligations at all or to an appropriate extent during the implementation of business activities, the responsibility is increased from that specified in the first part of this article in the service contract for a fee it is noted that it can be implied. Article 707 of the FC specifies the grounds for the cancellation of the service contract for a fee, in which the customer has the right to demand the cancellation of the service contract for a fee on the condition that the specified price of the services is paid in full, the guilty actions of the contractor except for the cases of termination due to the termination of the contract, the executor has the right to demand the termination of the service contract for a fee only on the condition of payment of all damages caused to the customer due to the termination of the contract, except for the cases of termination of the contract due to the fault of the customer. Today, we know that the provision of services for a fee has a special place in modern society, because it takes a certain process in the conclusion of any contract or agreement. Thus, a typical thing is to enter into a service contract that includes the production of business cards or a vehicle maintenance contract. But is the subject of the contract always correctly disclosed?

It is also worth noting that according to the first part of Article 631 of the Civil Code of the Republic of Uzbekistan, "one party (the contractor) under the contract undertakes to perform certain works according to the instructions of the other party (the customer) and the result thereof to the customer submits on time and undertakes to accept and pay the result of the client's work."

According to the first part of Article 632 of the Civil Code, "a contract is concluded for the preparation or reproduction (reproduction) of an item, or for the performance of other works, for the delivery of its result or in any other form.

However, in practice, there is an opinion that there are services of a "material nature" For example, work can be performed under the contract for maintenance of vehicles, the result of which can be expressed in material form (replacement of equipment, technical parts, etc.), but these works are performed as part of provision.

In addition, if it is not possible to determine the content of the contract, including its subject, the true common will of the parties is determined depending on the purpose of the contract. There are also cases where the contractor provides services to the customer under the contract, for example, obtaining permits, providing materials, etc. However, this does not mean that the parties must enter into a contract. Provision of services, as these services are provided for the purpose of performance contract agreements. Do not forget what to pay attention to when concluding a contract, that is, when concluding a contract, prices, terms of service, quality, as well as the terms of the contract, in particular, if the contractor is not fulfilled on time, the contractor must fulfill his obligations. The service contract for a fee does not differ from other contracts with its specific features. These are the following: The service contract for a fee is concluded with the agreement of the parties. Some of them, including communication, medical and veterinary, auditing, legal, information, education, tourism, etc., are consensual contracts that are concluded by mutual agreement of the parties and are subsequently executed. Some services such as sending to another place for a medical examination and getting information about their condition, one-time veterinary service, legal, consultation, etc. fee is paid. In some cases, free service is possible. In such cases, the contract is a group of free contracts. After the contract is concluded between the parties, both parties have rights and corresponding duties. For this reason, this is considered a bilateral contract. Since this contract is related to the provision of services to the population, its importance is becoming more and more important. Due to these features, it was expressed in the civil code as a completely new contract. Both the executor and the customer have certain rights and duties under the service contract for a fee.

The mediation agreement provides for the following:

- Agreement to mediate the specified dispute
- A description of the dispute to be mediated
- Place of mediation
- Language used in mediation
- Mediation rules relating to the terms and process of mediation
- Mediation rules usually deal with the following issues.
- The role of mediator

• Conducting mediation sessions, including issues such as the possibility of parties providing information and materials for use in mediation

• Confidentiality, specifically the availability of mediation, any information disclosed during mediation, and the results of mediation.

• Grounds on which mediation may be terminated

• Mediator and ADR institution

• Exclusion of liability of mediator and ADR institution service provider

If the party to the contract is required to receive a fee for the performance of its duties or to be paid another alternative payment, such a contract is a contract concluded for a fee. If, under the contract, one party undertakes to give something to the other party without receiving a fee or other alternative payment, such a contract is considered a free contract.

If it is not understood otherwise from the legislation, the content or essence of the contract, the contract is considered a contract concluded for a fee. Under the service contract for a fee, the executive undertakes to perform a non-physical service (perform certain actions or perform certain activities) on the order of the customer, and the customer undertakes to pay for this service. The provisions of this chapter are applied to contracts for the provision of communication services, medical, veterinary, auditing, consulting, information services, education, tourism services and other services. The services provided under the contracts provided for in Chapters 37, 39, 40, 43, 44, 45, 46, 48, 49 and 51 of this Code are excluded.

If there are no other instructions in the contract, the executive must personally provide the service (services) provided for in the contract. The customer is obliged to pay for the services provided to him in the terms and in the manner specified in the service contract.

In cases where the executor fails to fulfill the service contract at all or to an adequate extent, he is obliged to pay the damage to the customer in full, but this payment cannot be more than twice the price of the services provided for in the contract.

In cases where the executive does not fulfill his obligations at all or to an appropriate extent during the implementation of business activities, the contract for the provision of services for a fee may provide for increased liability than specified in the first part of this article. In the event that the contractor fails to perform the service through no fault of his own, the customer must pay the contractor's expenses, minus the profit that the contractor received or may receive in connection with the release of the service (services). If the service cannot be performed due to the customer's fault, the price of the services must be paid in full, unless otherwise

stipulated by law or the contract. The customer has the right to demand the cancellation of the service contract for a fee, provided that the specified price of the services is paid in full, except for the cases where the contract was canceled due to the culpable actions of the executor.

The executor has the right to demand the cancellation of the service contract for a fee only on the condition of paying all the damages caused to the customer due to the cancellation of the contract, except for cases where the contract was canceled due to the fault of the customer. The general rules on the contract and the rules on the household contract are applied to the contract of services for a fee, if they do not conflict with the provisions of this chapter. Economic relations are built on the basis of various forms of ownership, including the form of private property, and in a society where democratic methods of management are used in the system of commodity-money relations, the contract, according to its nature, content and intended purpose, is a relationship of value, equivalence and implementation between its equal participants for a fee. serves as a means of legal regulation.

The contract is considered the most universal, democratic tool among legal regulation tools. When the legal relationship is regulated by contracts, the interests of all participants in it are ensured to the greatest extent. Usually, any contract is formed on the basis of voluntariness, and when defining rights and obligations in contracts, a specific balance and harmony is reflected in the distribution of property interests and personal benefits. Although contracts have long been used in civil law, family law, labor law, and international law, today there are cases of their use in other branches of law. In particular, conciliation in criminal law, agreements between the court and the witness in criminal proceedings, and between the court and the defendant are clear examples of this.

According to the requirements of Article 8 of the FC, contracts are one of the bases for the creation of civil rights and duties between the parties. Undoubtedly, today contracts are given special importance. Because in contracts, compared to other legal facts, the will of the parties is fully expressed. The persons entering into the contract decide independently, with whom, how much, when to conclude the contract, in what terms, by what means of transport, and in what forms of payment will be the money, goods, and materials that must be delivered due to it. They are free to conclude contracts, it is not allowed to force them to conclude contracts.

The content of the principle of freedom of contract is reinforced in Article 354 of the FC. According to it, citizens and legal entities are free to conclude contracts. This means that no one can force them to sign a contract. The contract is concluded by citizens and legal entities of their own free will. Of course, the reasons (motives)

prompting them to enter into a contract may be different: to satisfy their needs, to seek profit, to fulfill the goals and tasks set in the founding documents, etc. Sometimes, other third parties may request, offer or request the conclusion of a contract. However, in any case, the decision to conclude a contract is made by a citizen or a legal entity independently, on the basis of his will. At the time of concluding the contract, the citizen (leader, representative of a legal entity) must be clear-headed, in a normal state of mind, able to control himself, and be able to see the consequences of his actions. If the subject is forced to enter into a contract due to external influences and disturbances in the subject's internal mental state, the contract is not considered valid. It can be said that this is a unique legal guarantee of real freedom of contracts. Practice shows that the freedom of concluding contracts, the mutual benefit of the parties, the strength of contract discipline in the contract (that is, in the vernacular, "the value of the contract in money"), in which a broad definition of property responsibility rather than responsibility based on administrative-order attracts subjects to the full use of this legal instrument (agreement). Contracts strengthen payment discipline, stimulate the parties' activities in every way, in turn increase the responsibility of the parties, improve the debtor and creditor status of the economy, and ultimately ensure the stability of the parties. This, in turn, is a guarantee for the abundance of goods, services and capital in society.

The principle of freedom of contract can be said to be one of the leading principles not only of civil law, but also of the national legal system. The principle of freedom of contract is based on the following rules:

- citizens and legal entities are free to conclude contracts;

- it is not allowed to force anyone to conclude a contract, the duty to conclude a contract is stipulated in the FC (Article 358), in another law (Law on compulsory civil liability insurance of motor vehicle owners, law on compulsory civil liability insurance of the employer) or in the obligation received (Article 361 of the FC) except for the specified cases.

- the parties can conclude any contracts not provided for by law (distribution contract, volunteer contract, civil contract for bodyguard service, tolling (a contract to hand over raw materials for processing and take back primary and secondary finished products), agency contract, consignment contract, non-commercial partnership agreement, etc.);

- the right of the parties to conclude mixed contracts;

- except for the mandatory conditions stipulated by the law, the remaining conditions are freely determined.

In this sense, in order to create a fast and effective legal mechanism of the industry, to ensure the conclusion and execution of contracts, on August 29, 1998, the Law "On the contractual and legal basis of the activities of economic entities" was adopted in our country, the conclusion and execution of contracts is being monitored. These, in turn, serve to make the concluded contracts work faster and more realistically.

A contract is a mutual agreement between two or more persons aimed at determining, changing or canceling civil rights and duties.

The term contract has three meanings: a legal fact; legal attitude about material interests based on a legal fact; it is used in the sense of a document reflecting and representing the mutual agreement of individuals (citizens and organizations). Here it is seen and studied in its first meaning - a legal fact.

Legal actions, in turn. It was stated that actions permitted by law consist of unilateral and bilateral agreements (contracts). All bilateral transactions (sale, rent, loan, etc.) are contracts.

The main sign and condition in the concept of a contract is a mutual agreement of the parties aimed at achieving a certain result. Even if the rights and obligations obtained by each of the parties under the contract are different, they result in a single legal result, for example, the ownership of something is transferred or the right to use something is obtained, etc. It is necessary to separate the direct concrete result achieved as a result of the agreements of the parties from the main goal set for themselves by the parties when concluding this contract. For example, a metallurgical plant enters into an agreement with a machine-building plant on the delivery of a certain amount of specified grade and brand of steel. Here, the direct result of the mutual agreements of the parties is the delivery of a certain amount of steel by the metallurgical plant to the machine-building plant in the terms specified by the contract and under certain conditions. The purpose of the contract is common to both parties, and each of the parties is to fulfill all the indicators of the contract and ultimately receive profit (income). Therefore, both parties consider it their duty to properly fulfill the contract.

A civil-legal contract is mainly drawn up to formalize property relations. In some cases, the contract formalizes personal and non-property rights and obligations. This is typical for contracts related to creative activities in the field of creation of works of literature, science and art, such as publishing contracts, stage works, film scripts and other contracts.

Such agreements not only define the property rights and obligations of the parties, such as copyright terms and liability for breach of deadlines, but also

personal and non-property rights, such as whether the author can name or publish anonymously in his work, whether or not to allow changes to the text of his work. also defines rights. The contract is divided into unilateral, bilateral and multilateral contracts depending on the mutual distribution of rights and obligations between the parties participating in it.

In a unilateral contract, one of the parties has only rights and no obligations, while the other party has only obligations. For example, in a loan agreement, the debtor has the obligation to pay the amount of money received to the lender on time, and the creditor has the right to demand it.

In a bilateral contract, both parties have independent rights and obligations. An example of such a contract is a sales contract. According to this contract, the seller has the right to demand the price of the sold item, he is obliged to hand over the sold item to the buyer, and the buyer is required to pay the price of the item he is receiving, and he has the right to claim the purchased item.

Most of the contracts concluded in civil transactions consist of bilateral contracts (such as the above-mentioned sales contract).

There are also multilateral contracts where there are three or more parties. In such conditions, it is characteristic that each party has certain rights and obligations at the same time. For example, franchising, leasing contracts.

Contracts are divided into paid and free contracts. Contracts concluded for a fee, one party receives a fee in money or property in exchange for the property, services rendered. For example, a party lessee of a property for temporary use is liable to pay rent for its use. Examples of such fee-based contracts include sales, product delivery, exchange, contracts, and many other contracts. If there is no other provision from the legal documents, unless it is understood differently from the essence of the contract, the contract is considered to be a contract concluded for a fee. In a gratuitous contract, one party can transfer some property or do some work without taking any fee for the benefit of the other party. For example, under a gift contract, the owner of the property gives his property to another person for free. Free use, interest-free loan agreements are also included in free contracts.

Contracts are divided into consensual and real contracts depending on the time of their formation and content. The virtual space is an electronic information space, in which neither the subjects themselves nor the process of events are subject to the rules of placement in a specific sequence and density. The virtual space is a space for placing, distributing, and exchanging unique information resources, information subjects, and information. It is known that any legal fact, including a legal act, manifests itself in a unique way according to the process of its occurrence, the

subjects who perform it, and its legal consequences (consequences that create, change and cancel a legal relationship). In this sense, it is not excluded that legal facts and legal actions will take place in the virtual space as well. The main problem that can arise only in this case is to ensure the stable existence of the source of legal actions and the traces of its consequences. Today, the legal provision of the virtual space has brought certain positive results in this regard. In the virtual space, it has become a normal daily occurrence to conclude deals, contracts and perform actions aimed at satisfying the various needs of subjects. It should not be forgotten that contracts in the virtual field may appear in different ways, depending on the level of connection with the real field. For example, some contracts are concluded in the virtual space and implemented in the real space. For example, the process of concluding a contract for ordering certain goods via the Internet is in the virtual field, and the actual execution of the contract is carried out in the real field. In some cases, it is the opposite. A contract made in real space can be implemented in virtual space. Currently, certain types of contracts can be concluded and implemented only in the virtual space without moving to the real space. For example, systematization and delivery of certain information for a fee. In this case, the conclusion, execution and even payment of the contract is carried out in a completely virtual space. Any actions related to the implementation and conclusion of the contract are not required to be transferred to the real field. As a general rule, the contract can be modified and terminated by agreement of the parties. If the contract contains a provision to unilaterally change or cancel the terms of the contract in a certain situation, then unilateral change or cancellation of the terms of the contract is allowed if such a situation occurs. For example, if payments under the contract are regularly delayed, the supplier of the product is set to have the right to introduce invoices through a letter of credit, in this case, in practice, the regular delay of payment for the goods delivered by the buyer is the basis for the supplier of the product to unilaterally change the terms of the contract. or if the contract stipulates that the failure to provide service to the customer within a certain period of time will result in the termination of the contract, in this case, the non-fulfillment of that obligation shall be grounds for the relevant party to unilaterally terminate the contract.

At the request of one of the parties, the contract can be changed or canceled by the court only in the following cases:

1) the other party seriously violates the contract;

2) In other cases stipulated by the Civil Code, other laws and the contract.

Although not specified in the FC, competent state agencies other than the parties (for example, prosecutor's offices in case of non-compliance with the requirements of the law, anti-monopoly body in accordance with competition law in case of unfair competition agreement, guardianship and sponsorship body in case of gross violation of the interests of minors) actually enforce the terms of the contract. can change or cancel it in court.

At this point, it should be noted that if the terms of the contract affect the interests of third parties, the third parties may also request the court to change or cancel the terms of the contract.

A breach of a contract by one of the parties causes the other party to lose so much of what he had a right to hope for, that it is considered a serious breach of contract. For example, the plaintiff V. filed a lawsuit against the defendant M., stating that on December 20, 2011, he and the defendant signed an agreement on the alienation of the apartment with the condition of lifelong security, and now the defendant is fulfilling the contractual obligations in the appropriate manner. that he intends to cancel this contract due to non-fulfillment, that the defendant in the mentioned contract should provide him with food, clothes and medicines, take care of him and provide other assistance based on the amount of three times the current minimum monthly salary that it was specified, but in fact other people are providing him with these services, that during the past period the defendant only brought him some food products, but he did not bring medicine and clothes, besides that, he rudely owns the house stating that he threatened to evict her from the house, that he had provided all the assistance stipulated in the contract, and that the respondent had now permanently registered his daughter in the house without his consent, that the respondent would not give him the house documents, and on the condition that the court would provide the house to another person for life requested to cancel the contract.

In the above example, the fact that the party was deprived of the expected benefit caused him to raise the issue of contract termination.

A serious change in the situation that is the basis for the parties to conclude the contract, unless a different procedure is provided for in the contract or cannot be understood from its essence, is the basis for changing or canceling the contract. This norm has a dispositive character. A change in the situation to the extent that the parties could foreseeably not conclude the contract at all or conclude it with significantly different terms is considered a serious change of the contract. Therefore, a serious change in the situation will have a special emergency character.

If the parties could not agree on the adaptation of the contract to the seriously changed situation or its cancellation, the contract may be canceled by the court at the request of the interested party, and it may be changed according to the above-mentioned grounds, if at the same time the following conditions are met:

1) at the time of concluding the contract, the parties believed that such a change would not occur in the situation;

2) if the interested party was unable to overcome the reasons that caused the change of the situation, after they appeared, despite the fact that the interested party exercised conscientiousness and caution to the extent required of him according to the nature of the contract and the terms of the transaction;

3) if the performance of the contract without changing its terms violates the ratio of property interests of the parties in accordance with the contract and causes damage to the interested party, as a result, they are deprived to a large extent of what they had the right to hope for when concluding the contract;

4) if it is not understood that the interested party should face the risk of change of situation from business practices or the essence of the contract.

When the contract is canceled due to a serious change in the situation, the court, at the request of any party, is based on the need to fairly distribute the costs of the parties related to the performance of this contract between them.

In connection with a serious change in the situation, the amendment of the contract is allowed by a court decision in emergency cases where the termination of the contract is against social interests or causes damage to the parties much more than the costs required to perform the contract on the basis of the changed conditions by the court.

Some legal grounds for changing and canceling the contract in connection with a serious change in the situation are expressed in the relevant norms of the FC.

For example, according to Article 506 of the FC, if after the conclusion of the contract, the financial situation of the donor seriously worsened, he has the right to refuse to fulfill the contract in which he is promised to give the object or property rights to the recipient in the future, or to release him from property obligations.

In addition, Article 698 of the FC defines the duties of the customer, one of which is to notify the customer immediately if it is determined that it is impossible to obtain the expected results or that it is not appropriate to continue the work. After receiving this information, the customer has the right to either continue or cancel the contract on the basis of new terms.

Also, Article 949 of the FC defines the grounds for cancellation of the insurance contract in connection with a serious change in the situation.

A serious change in the situation, if it fully corresponds to the circumstances provided for in Article 383 of the FC, is the basis for changing or canceling the terms of the contract, regardless of whether it is provided for by the legislation.

For example, the company "Yogdu" is engaged in the production of traditional light bulbs, and it signed a contract with the company "Olim" for the supply of raw materials for three years. However, in the second year of the agreement, cheap energy-efficient light bulbs entered the market on a large scale. The demand for the product of "Yogdu" company has disappeared. In this case, a request was made to cancel the contract due to the change in the situation. The court satisfied the claim based on Article 383 of the FC. Modern science and technology is constantly expanding human capabilities. It creates favorable conditions for him in all areas. Today, the traditional ideas of human society are also changing under its influence. For example, while space used to be the only dimension of material existence, today space itself has two forms: real and virtual space.

Real space is the location of subjects in the material, volumetric space, the place where events and processes take place.

The virtual space is an electronic information space, in which the rules of arrangement of subjects and the process of events in a certain sequence and density do not apply. The virtual space is a space for placing, distributing, and exchanging unique information resources, information subjects, and information. It is known that any legal fact, including a legal act, manifests itself in a unique way according to the process of its occurrence, the subjects who perform it, and its legal consequences (consequences that create, change and cancel a legal relationship). In this sense, it is not excluded that legal facts and legal actions will take place in the virtual space as well. The main problem that can arise only in this case is to ensure the stable existence of the source of legal actions and the traces of its consequences. Today, the legal provision of the virtual space has brought certain positive results in this regard. Making deals, concluding contracts and performing actions aimed at satisfying the various needs of subjects in the virtual space has become a normal daily occurrence. It should not be forgotten that contracts in the virtual field may appear in different ways, depending on the level of connection with the real field. For example, some contracts are concluded in the virtual space and implemented in the real space. For example, the process of concluding a contract for ordering certain goods via the Internet is in the virtual field, and the actual delivery of the contract is carried out in the real field. In some cases, it is the opposite. A contract made in real space can be implemented in virtual space. Currently, certain types of contracts can be concluded and implemented only in the virtual space, without

moving to the real space. For example, systematization and delivery of certain information for a fee. In this case, the conclusion, implementation and even payment of the contract is carried out in a completely virtual space. Any actions related to the implementation and conclusion of the contract are not required to be transferred to the real field.

Even an electronic wallet, electronic money, electronic payment system has been developed and is in use for making payments. Conclusion of contracts through the virtual space is of great importance in today's globalization of goods, works and services, manifestation of the world in the form of a single market, a single legal space. For example, a business entity in Uzbekistan, sitting at home, will have the opportunity to sign contracts with relevant partners in Japan, Australia and other places and implement them anywhere in the world. In other words, the conclusion of electronic contracts in the virtual space is one of the most convenient ways that allows entities to save time and money.

Legal basis of electronic contracts has been created in our country today. Among them, the most important document is the Civil Code.

According to Article 366 of the FC, a written contract can be concluded by drawing up a single document signed by the parties, as well as by exchanging documents using mail, telegraph, teletype, telephone, electronic communication or other communication that allows to reliably determine the origin of the document from the party to the contract. As can be seen from this norm, the main requirement for concluding contracts in the virtual space is the establishment of reliable relations between the parties, the prevention of illegal entry and distraction of other persons in this space.

In addition, a special legal framework has been created in this area. For example, the laws of the Republic of Uzbekistan "On electronic digital signature", "On electronic commerce", and "On electronic document circulation" have been adopted.

Electronic digital signature is a legal guarantee of reliable conclusion of virtual contracts. Electronic digital signature is a signature created as a result of specially changing the information of this electronic document in an electronic document using the private key of an electronic digital signature, and with the help of the public key of an electronic digital signature, it is possible to determine the absence of errors in the information in the electronic document and to identify the owner of the private key of the electronic digital signature.

Electronic signature has public and private keys. If the closed key of an electronic digital signature is a sequence of characters created using electronic

digital signature tools, known only to the signatory and intended for creating an electronic digital signature in an electronic document, the public key of an electronic digital signature is created using electronic digital signature tools. is a sequence of characters created, corresponding to the private key of the digital signature, which can be used by any user of the information system and intended to confirm the authenticity of the electronic digital signature in the electronic document.

Confirmation of the authenticity of an electronic digital signature is related to a positive result when checking that the electronic digital signature belongs to the owner of the private key of the electronic digital signature and that there are no errors in the information in the electronic document.

An electronic document is information recorded in electronic form, confirmed with an electronic digital signature, and having other requisites of an electronic document that allow its identification.

The electronic signature is registered by the registration center. This body is a legal entity that is state registered with a specially authorized body and performs the tasks provided for by the current legislation.

Electronic digital signature tools consist of all technical and software tools that ensure the creation of an electronic digital signature in an electronic document, confirmation of the authenticity of an electronic digital signature, creation of private and public keys of an electronic digital signature. Electronic digital signature tools must be certified in accordance with the procedure established by law.

The content of a paper document certified with a seal and converted into an electronic document can be confirmed with an electronic digital signature of an authorized person of the registration center or with an electronic digital signature of the owner of the closed key of the digital signature in accordance with the legislation or the agreement of the parties.

Domain names are one of the means of individualization of entities in the virtual space. Domain names also perform the functions of a company name and trademark in the electronic space. There are legal grounds for issuing and registering domain names in our country. In some cases, entities may enter into contractual relations with regard to domain names.

Grounds and procedure for concluding electronic contracts, amending and canceling them. Relations related to electronic contracts are regulated by the Law of the Republic of Uzbekistan "On Electronic Commerce".

Electronic commerce is the business activity of selling goods, performing work and providing services using information systems. Legal and natural persons implementing electronic commerce, as well as legal and natural persons who are

buyers of relevant goods (works, services) are participants in electronic commerce. Information intermediaries can also participate in e-commerce. Legal and natural persons providing services related to electronic document circulation are information intermediaries. Participants of e-commerce use the rights and fulfill the obligations stipulated in the above law, other legal documents, as well as in their contracts.

Participation in electronic commerce, unless otherwise specified in the legislation, cannot be the basis for setting additional requirements or restrictions for its participants in relation to business activities carried out without the use of information systems.

Legal documents may specify other requirements for information about a legal entity or individual conducting electronic commerce. The services of information intermediaries are provided on the basis of a contract.

Information intermediaries have no right to change the content of electronic documents or the procedure for their use, unless otherwise stipulated in the terms of contracts concluded with e-commerce participants.

The terms of the contract in electronic commerce must comply with the requirements of the law. These contracts must comply with the relevant norms of FC, as well as other civil legislation, depending on the types of goods, works and services. A contract in electronic commerce may include separate terms that are included in it by reference to an electronic document placed in an information resource that is freely available to everyone. In this case, the e-commerce participant who posted the electronic document must ensure the possibility of free use of it during the period specified in the legal documents or the contract, and after this period, ensure that this electronic document is stored in the manner provided by the legal documents.

In e-commerce, when the electronic document containing contract acceptance (offer acceptance) is received by a legal entity or individual implementing e-commerce, or when the actions provided for acceptance in the electronic document containing the offer are performed by the buyer of goods (works, services) is recognized as having been made. Confirmation of the receipt of the electronic document containing the offer without indicating the agreement to the terms of the offer, as well as the inaction of the buyer of goods (works, services), unless otherwise specified by law, is not considered acceptance.

If the legal documents provide for the obligation of the party to the contract to provide the other party with a document related to the conclusion or execution of the

contract, the fulfillment of the specified obligation is carried out regardless of the method of conclusion of the contract.

In electronic commerce, the contract cannot be invalidated solely on the basis of the fact that it was concluded using electronic documents, unless otherwise provided by law.

Making an offer in electronic commerce, including advertising or other information about the offered goods (works, services) to the receiver who does not have special knowledge, clearly defining the relevance of the received information to electronic commerce and the legal status of the sender of the offer, his goods (works, services), it should be presented in a form that makes it possible to form a correct idea about the prices of these goods (works, services) and the terms of their acquisition.

Electronic documents can be used as evidence of the conclusion of the transaction in the form of discs and paper. It is not excluded that the parties formalize the electronic text in the same way as the paper text (notarization and state registration). The circulation of electronic documents in the process of concluding and executing electronic contracts, as well as in other civil contracts between subjects, is regulated by the Law of the Republic of Uzbekistan "On Electronic Document Circulation".

Electronic document circulation consists of a set of processes of sending and receiving electronic documents through the information system. Electronic document circulation can be used for concluding transactions (including concluding contracts), making calculations, formal and informal correspondence, and transferring other information. The modern system of information transmission objectively led to the possibility of witnessing documents in civil transactions with facsimile copies of signatures, electronic signatures and other similar signatures. This will speed up the process of concluding deals.

It is allowed to use mechanical means or electronic digital signatures or other types of personal signatures of individuals when concluding agreements on the basis and in the order provided by laws, other legal documents or agreements of the parties. In today's conditions, the procedure for using signature tools (also known as signature sealing tools) should be carefully defined in an agreement between the parties to the transaction, because the law prohibits many signature sealing tools. issues of use are not regulated in detail. In foreign countries, including the USA and Russia, there are norms on the procedure for using digital signatures. For example, in accordance with Article 9 of the Law of the Russian Federation "On Information, Informatization and Information Protection", when there are software and technical

tools that ensure the authenticity (identification) of signatures in the automated information system, and when the prescribed mode of their use is observed, electronic the legal force of the digital signature is ensured. Electronic rights are exercised through a license.

Electronic digital signature is the result of digital signature generation software. An electronic digital signature is an analogue (alternative) of a hand signature and has two main features: it is integrally connected with a specific document and is only relevant for that document. An electronic digital signature strictly combines the content of the document and the private key of the signer with a single integrity, and makes it impossible to change the document without destroying the authenticity of this signature. The essence of the procedure for using an electronic digital signature is that the user of the software has the opportunity to prepare a pair of keys: a secret key for forming a digital alternative of the signature under the document and a public key that is its counterpart - it is calculated using this secret key. used to verify the validity of digital signatures.

An electronic digital signature is an independent alternative to a handwritten signature. Another type of it is created by facsimiles of signatures using mechanical or other means of copying. It is worth noting that the facsimile signature copy has its own special basis in Part 2 of Article 107 of the FC. It states that "if it does not contradict the legal documents or the requirements of one of the participants, it is allowed to use means of facsimile copying of the signature during the conclusion of the transaction."

An electronic signature cannot be presented as one or another symbol directly perceived by human vision. Signatures between the participants of the agreement strengthened by such a signature can be decided on the basis of agreement between the participants of the system of using electronic signatures or on the basis of legal norms or other legal documents.

Regardless of how the procedure for using one or another alternative to one's own signature is established (by law, by other legal documents or by agreement of the parties to the transaction), this procedure confirms that the document witnessed by the alternative to one's own signature belongs to the person who entered into the transaction. it should enable reliable identification and determination. Problems related to the understanding of the essence of electronic digital signature are considered to be a component related to the legal understanding of documents created in electronic form. The fourth part of Article 107 of the FC states that the exchange of letters, telegrams, phonegrams, teletypegrams, faxes or other documents expressing the content of the will, unless otherwise provided for by law

or by agreement of the parties, is an agreement concluded in written form. is equated with Some of the means mentioned above are electronic means (for example, fax): aspects of the problems of understanding an electronic document are the same as those of understanding an electronic digital signature. In this case, it is necessary to always keep in mind the rule set forth in the fourth part of Article 366 of the FC, by drawing up a single document signed by the parties to the contract, as well as by mail, telegraph, teletype, telephone, electronic communication, or a document that allows to reliably determine whether the document came from the party to the contract. documents can be exchanged using other communications."

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