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CONCLUDING BUSINESS CONTRACTS VIA THE INTERNET

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Abstract: In the article described concluding business contracts via the internet by the sources of law and literatures.

Keywords: business, decree, action, strategy, law, contract.

The Decree of the President of the Republic of Uzbekistan dated February 7, 2017 No PD-4947 "On Action Strategy for further development of the Republic of Uzbekistan" [1] in order to further increase the effectiveness of reforms in the country, the implementation of priorities for liberalization of all spheres of life The development of the basics of e-government, the improvement of the quality and efficiency of public services play an important role in regulating the use of the Internet.

When talking about legal relationships on the Internet, this relationship can point to users, providers, suppliers, and other participants in the Internet. Legal relationships on the Internet are a special category of relationships that primarily require civil law regulation, such as specifying domain names as a tool used to identify and personalize an address on the Internet, and are subject to separate civil law regulation [2].

The Internet affects not only private but also public interests. In particular, the activities of government agencies related to the use of information and communication technologies, the implementation of public policy and the formation of public information resources, taxation, electronic digital signature, etc. can be added.

It can be shown that the main difference between the relationships that arise on the Internet from traditional relationships is that they arise on the basis of a connection to the Internet in this virtual space. This situation does not exclude the regulation of social relations in this area with different areas of law and does not change its content and essence.

The regulation of relations on the Internet is regulated on the basis of all available areas of law. At the same time, it should be borne in mind that these areas are implementing certain new rules with the development of information and communication technologies and their entry into social life. For example, a new Chapter XX was added to the Criminal Code, which established meAndijan State University named after Z.M.Boburres of liability for offenses in this area. Electronic contracting, electronic settlements, e-commerce, interactive government services, etc. including.

The following features of normative-legal documents related to the relationship with the Internet can be specified:

- No country in the world has codified legislation that covers all aspects of the Internet. Existing regulations regulate specific aspects of network availability;

- Norms related to the Internet are scattered in various laws. In particular, it is possible to specify the norms related to intellectual property rights;

- There is no system of international (interstate) regulation of Internet relations.

There are different views on the essence of the Internet. The Internet can be described as property. In this case, the Internet is an object of civil law. The Internet can also be described as a social structure (where the Internet is seen as the sum of its users). The Internet is seen as a collection of information and social relations. In this case, too, the Internet is regulated by civil law.

There are no marks belonging to a legal entity on the Internet. The Internet does not have an organizational unit, it does not exist in any country, it is not organized as an international organization. The property independence of the Internet is also not overlooked. Its material and information resources belong to different subjects on the basis of property rights or exclusive rights. There is no possibility to have independent rights and obligations on the Internet. Because behind every communication and legal relationship on the Internet is a subject with a certain legal capacity.

There are two ways to sign a contract online:

- Created through websites (contracting through an online store, providing services via the Internet);

- concluding an agreement by e-mail.

When concluding a contract via the Internet, the parties first face the issue of adherence to the procedure for concluding a contract, as in a normal contract, that is, the issue of offer and acceptance.

The European Union has an E-Commerce Directive (2000) and the United Kingdom has an E-Commerce Regulation (2002). The Law of the Republic of Uzbekistan "On electronic commerce" was adopted on May 22, 2015 in a new edition. Also, the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated June 2, 2016 No 185 "On meAndijan State University named after Z.M.Boburres to further improve the implementation of transactions in e-commerce" Rules for conducting e-commerce the regulation on the order of storage of the available information in messages is approved.

Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated August 14, 2017 No 625 "On meAndijan State University named after Z.M.Boburres to further develop national content in the global information network" [3], according to which the development of national content in

local social networks and foreign Internet information network to increase the share of Uzbek messengers and social networks, expand their audience by increasing their attractiveness, create a competitive environment in the national segment of the Internet, attract foreign investment, sponsorship and grants for the development of national content, as well as public-private partnerships. special attention was paid to organizational issues.

In the case of foreign countries, including Article 26-1 of the Law of the Russian Federation "On Consumer Protection" of February 7, 1992, before concluding a contract, the seller must provide the Internet consumer with detailed information about the product (posted on the website of the online store): consumer characteristics of the goods; the order of payment for the goods, the price and conditions of purchase of the goods; terms of delivery of goods; place of origin of goods; location of the seller; full company name of the manufacturer or seller; service life; shelf life and warranty; the period for which the contract offer is valid, etc. This information may also be published either in the form of an advertisement or as an Abstract to the goods or as a public contract of public purchase and sale (public offer) posted on the seller's website.

Also, in accordance with the requirements of the legislation on advertising, the advertising of goods in the remote type of sale must contain the following information about the seller: name; location; including last name, first name, patronymic, and the registration number of the record of the state registration of an individual as an individual entrepreneur or the establishment of a legal entity.

When placing an order in an online store, the buyer fills out an electronic document form, which often contains the last name, first name, patronymic, address, telephone number and other information included in the personal information. The owner of the online store is the operator for processing personal data. The operator is obliged to provide unlimited access to the document defining its data processing policy or otherwise, as well as to provide information on compliance with the requirements for the protection of personal data (Article 18.1, Part 2 of the Personal Data Law) .

Although the Civil Code of the Russian Federation allows the signing of contracts in electronic form, most accountants oppose it. At the same time, the majority of companies that do not have the practice of concluding electronic contracts are concerned about concluding such contracts. While most contracts today can be made electronically, there is no reason to reject such agreements that are simple and quick to conclude. Contracting in electronic form, obtaining all the necessary documents via the Internet - is considered by many to be a fantasy [4].

In the legislation of the Russian Federation, the electronic-digital form of the document is equated to the written form in terms of legal

consequences. Such a conclusion follows from the analysis of the provisions of Article 158 of the Criminal Code of the Russian Federation, the contract may be concluded in writing, including through the exchange of electronic communication documents. In addition, in accordance with paragraph 1 of Article 71 of the Code of Civil Procedure of the Russian Federation, documents and materials in digital, graphic form, including facsimile, electronic or other means of communication, etc., containing information about the details relevant to the case as written evidence are other documents that allow you to determine the reliability of the document with the tool. For objective reasons, due to the use of electronic analogues of the handwritten signature in the electronic document, the requisites, which are realized in the electronic-digital form of the document, have their own characteristics.

There are two types of foreign trade contracts concluded on the Internet: 1. Contracts concluded as a means of communication via the Internet, ie as faxes and the like; 2. Contracts concluded as a legal space on the Internet.

The signing of such agreements on the Internet has a number of peculiarities. First, in the maintenance of the universally accepted order (offer-acceptance), the peculiarities of such an agreement are their electronic form. Typically, an offer consists of a draft contract hosted on the offerent Web server for public review. Acceptance is represented by the inclusion in the draft contract of terms accepted by the offeror in the wording of the acceptor, and by the presentation of information identifying the acceptor.

The structure of business contracts on the Internet is transnational in nature, which is why it belongs to the field of private international law. In resolving disputes over the law applicable to the procedure for concluding a contract, the concept of place is often used (place of conclusion of the contract, location, residence). This notion poses challenges to online contracts. In the material space, everything is simple - the offeror and the acceptor meet in a certain place and, indicating this place, sign the contract in the form of a single document or exchange documents consisting of the offer and acceptance. Usually, if the contract form or the Web server where the robot application is hosted does not belong to the offerent, then he does not know in which state the contract is actually concluded.

Concluding business contracts via the Internet has its own characteristics. An offer for the purchase of goods in an online store and the text published on the Web page in the process of concluding a contract - an offer to make an offer, and a completed and sent order form - an offer. If the offer on the seller's website contains all the essential terms of the contract, then only the acceptance is required to conclude the contract, this operation

is carried out by the person who received the offer by clicking the consent button and sending the acceptance. When the "Agree" button or a similar button is pressed, the contract can be considered concluded.

Also, often online offers do not reflect all the important aspects of the contract and only consist of an offer to make an offer to store customers. In this case, the user fills in the document form, identifies the missing conditions in it, and then sends it, usually by clicking the same "Rozi" button. This completed form is an offer. In order for a contract to be considered concluded, the user must obtain a confirmation (acceptance) of the seller's consent to enter into a contract on these terms. In this case, the sign of the contract can be considered as the receipt by the acceptor of a notice of acceptance (for example, the message "your order has been accepted").

The person proposing to enter into a contract in electronic form will send a fully completed contract file by e-mail (in PDF format or in the form of an e-mail). If the contract is sent in the form of a file, it is not superfluous to send a copy of the text (for practical purposes) in the body of the e-mail. It should be clear from this letter that this is a signed offer, not an incentive to discuss the terms. The letter specifies what the recipient must do in order for the recipient's consent to take legal effect. The reply letter must, of course, contain the full text of the contract (either in the body of the letter or in the form of an attached file), as well as the text must contain the full acceptance of the terms of the contract.

Based on the study of international experience in concluding and formalizing business contracts via the Internet, the following proposals and organizational recommendations for its improvement in order to fill the gaps in national legislation can be made: Introduction of a new article in the Law of the Republic of Uzbekistan "On Banks and Banking" on the conclusion and legalization of business contracts via the Internet;

- Introduction of a new article in the Law of the Republic of Uzbekistan "On the Central Bank" on the conclusion and legalization of business contracts via the Internet;

- To supplement the Law of the Republic of Uzbekistan "On the legal framework of business entities" [5], adopted on August 29, 1998, with the norm governing the conclusion and execution of business contracts via the Internet, It is worth noting that special attention should be paid to the issue of identity documents.

In conclusion, it can be said that the conclusion and legalization of economic contracts through the Internet will facilitate people and prevent unnecessary hassle due to the current requirements.

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CLASSIFICATION OF OIL FIELD PRODUCTS IN THE REPUBLIC OF UZBEKISTAN

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Abstract: This article is about oil products of the Republic of Uzbekistan and their classification.

Keywords: gas, oil, diesel, Uzbekistan, fuel, classification, sandstone, limestone.

The main assets of oil companies are oil and gas reserves. These reserves are hydrocarbons below the earth's crust, which have not yet been produced, but are economically viable. Theoretically, reserves are of two groups: proven and unproven reserves. Approved reserves are reserves that will be recovered in the coming years under current economic and operating conditions. Unapproved reserves are those that have not yet been proven to be recoverable. The capital, Tashkent, is the largest city in Central Asia and today Uzbekistan is rich in natural resources, including oil, gas, gold and uranium. In 2010, Uzbekistan became the largest gas producer in Central Asia, ranking 14th in the world.

Uzbekistan has five regions with oil and gas reserves - Ustyurt, Bukhara - Khiva, Gissar, Surkhandarya and Fergana. There are currently 202