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Article

Electronic Offer and Its Legal Regulation

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Abstract: The digitalization of commerce has changed the nature of traditional legal concepts like offer and acceptance that govern contractual relations. As communication technologies have developed, the electronic offer has become a cornerstone of 21st-century contract law, necessitating a rethinking and a reworking of the law. We aim to shed more light on the theoretical and practical nature of electronic offers in the legal framework of Uzbekistan and foreign countries, confirming that the legislator failed to distinguish the legal nature of the formed electronic offer, as well as the limits of the possibility of its execution, the application of an electronic offer in the case of automated transactions and cross-border transactions, which we consider a topic not fully studied. The study uses comparative and analytical methods based on the national legislation of Uzbekistan (Law of the Republic of Uzbekistan on Electronic Commerce of 2022, Law of the Republic of Uzbekistan on Electronic Digital Signature of 2022, etc.) and international legal acts (UNCITRAL Model Law on Electronic Commerce of 1996, Draft of the Model Law on Automated Contracting of 2024, UN Convention on Electronic Communications of 2005). The results show that although electronic offers have the same meaningful characteristics as traditional offers, they are also different in terms of the form of making an offer, its implementation, and legal consequences, because they are remote, online, and global. The findings suggest that effective regulation needs to be technology-neutral, functionally equivalent and recognize in certain instances the electronic expressions of will. The significance of this research highlights the necessity of adjustment in Uzbekistan legislation through the addition of a precise legal definition of the term "electronic offer", as well as raising the market agents' awareness and improvement of digital trust mechanisms. Such measures would generate legal certainty, provide parties with protection, and contribute to e-commerce sustainable development.

Keywords: Electronic Offer, Electronic Acceptance, Electronic Contract, Electronic Digital Signature, Electronic Commerce

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1. Introduction

The fast pace of development of information and communication technologies (ICT) is mainly driven by electronic commerce, which is having a profound impact on processes of global transformation of economic and legal systems. Traditional notions of offer and acceptance, which previously were dependent on pen and paper, have increasingly transitioned into the digital space. This change forces legal systems to accommodate new ways in which contracts are formed using electronics. Electronic offer has therefore emerged as a key determinant for the legality, validity and enforceability on the part of the contracts made electronically in the cyberspace. The growth of e-commerce across borders worldwide has made the need for legal certainty in the regulation of electronic offers a

crucial element towards the maintenance of certainty and confidence in digital transactions +N2; globally.

Despite the growing recognition given to e-contracts, the legal nature of electronic offers remains inadequately defined. The classical theory of contracts, ranging from the will theory and the declaration theory, might explain how intent is manifested between the parties, but it does not answer the challenges posed by automation, authenticity, and data security that arise in virtual environments. The attention to electronic signatures and digital authentication in the existing literature is not based on sufficient legal knowledge about how electronic offers and acceptances are legally distinct as well as how this may effect a contract formation between the parties in the context of digital contracting. Abstract — The purpose of this study is to examine both domestic law and the international legal regulation of the electronic offers, their types, and features. Thus, it analyzes some international legal tools such as UNCITRAL Model Law on Electronic Commerce (1996), UNCITRAL Model Law on Automated Contracting (2024), UN Convention on the Use of Electronic Communications in International Contracts (2005) as well as Uzbekistan net of regulatory legal acts related to a notion of e-commerce such as the Law on Electronic Commerce (2022), the Law on Electronic Digital Signature (2022). Based on comparative-algebraical methods, the research argues the existing of legal similarities, inconsistencies and practical issues in the application of these norms.

The research anticipates explaining the characteristics of electronic offers, especially regarding their remote, cross-border, and automated nature, as well as indicating the nonconformity between international principles and national legislation of Uzbekistan. It suggests conceptual and legislative reforms to align domestic law with international paradigms.

Electronic offers were ipsissimis verbis based on classical scholarship, but they were suggested and justified on new grounds requiring new procedural safeguards of authenticity, reliability and enforceability in cyberspace. The implications highlight the need for a well defined legal concept such as “electronic offer,” public and business awareness, and increasing digital trust. These measures will improve the legal framework of e-commerce in Uzbekistan and serve to the establishment of secure, transparent and modern digital trade relations in general.

2. Methodology

This study uses a qualitative and comparative research method which is intended to review the theoretical and practical of electronic offer and its regulation in international and national legal norms. This research is doctrinal legal in nature, specifically by interpreting and systematizing laws, international treaties and various opinions above the consensus on the formation of electronic contracts. It primarily covers international instruments, which include the UNCITRAL Model Law on Electronic Commerce (1996), UNCITRAL Model Law on Automated Contracting (2024), the UN Convention on the Use of Electronic Communications in International Contracts (2005), as well as national laws, including the Law on Electronic Commerce (2022), the Law on Electronic Digital Signature (2022), and applicable provisions of the Civil Code of the Republic of Uzbekistan. By comparison and analysis, the study assesses convergences and divergences among these regimes with a view toward identifying deficiencies, incompatibilities and models for electronic offers regulation. The historical-legal method to describe the progression of contract from conventional to virtual contracts, and the interpretive is utilized to explain fundamental legal concepts — including the terms “offer,” “acceptance,” and “digital signature” — in contemporary electronic commerce contexts. The paper also synthesizes and generalizes the findings from foreign jurisdictions, expressly Algeria and USA, in order to come up with recommendations for improvement of Uzbekistan legal framework.

Thus, this methodological framework allows to provide a full understanding of the nature of offering due to one legal system and etc, and accordingly further to create unified proposals for improving of national legislation taking into account international background.

3. Results

An electronic offer is a proposal sent by one party through electronic means (email, web forms, click-wrap agreements, etc.), expressing an intention to conclude a contract under specific conditions. An electronic acceptance refers to the consent expressed by the recipient electronically or by performing an action specified within the offer, thereby establishing the contract.

The UNCITRAL Model Law on Electronic Commerce affirms that contracts may be concluded through data messages (electronic offer and acceptance), guaranteeing their legal validity. It also promotes principles such as non-discrimination (the electronic form shall not be denied legal effect solely for being electronic), technological neutrality, and functional equivalence [1]. It contains provisions regarding data attributes, acknowledgment of receipt, the time and place of dispatch and receipt of messages, and the rules governing their acceptance. These provisions help determine the exact moment when the notice of receipt is issued and, consequently, when the contract becomes effective. UNCITRAL Model Law on Automated Contracting (2024) — This instrument establishes the legal framework governing how offers and acceptances may occur through automated systems (machine-to-machine communication, smart contracts). Article 2 of this Model Law provides that: "This Law applies to the use of automated systems for the formation or performance of contracts, including: (a) the creation or processing of data messages constituting actions related to the formation of a contract, such as making an offer or accepting an offer; and (b) the creation or processing of data messages constituting actions related to the performance of a contract, including modification or termination thereof. Nothing in this Law affects the applicability of any rule of law governing the design, development, operation, or use of automated systems" [2].

United Nations Convention on the Use of Electronic Communications in International Contracts (2005) — This Convention addresses contracts concluded through electronic communications and the related processes of offer and acceptance. Article 11 of the Convention, titled *"Invitation to Make Offers,"* provides that: "An offer to conclude a contract made through one or more electronic communications which is not addressed to one or more specific parties, but is generally accessible to parties making use of information systems including offers that make use of interactive applications for placing orders through such systems shall be considered as an invitation to make offers, unless the party making the proposal has clearly indicated its intention to be bound in case of acceptance" [3]. From this article, it is evident that the Convention recognizes not only the validity of offers transmitted through electronic communication means, but also the legal legitimacy of invitations to make offers.

CISG (Convention on Contracts for the International Sale of Goods) — Article 18, titled *"Offer, Acceptance and Time-Limits,"* regulates the timing of offers and acceptances, as well as the moment when an acceptance is considered to have "reached" the offeror. Although the Convention does not explicitly use the terms *electronic offer* or *electronic acceptance*, Article 18 refers to the means of communication employed by the offeror when transmitting the offer [4]. This reference implicitly encompasses the use of electronic communication methods, thereby directly relating to the issues discussed in this research concerning the transmission and receipt of offers and acceptances through electronic means.

UNIDROIT Principles of International Commercial Contracts (2010) — These Principles regulate matters related to the timing of offers and acceptances, as well

as the requirement that an offer be accepted within a specified period. In particular, the 2016 version of the UNIDROIT Principles includes references to electronic communications in Article 1.10 ("Form of Notice"), which acknowledges that notices and communications may be made in electronic form. Furthermore, Article 1.2 ("Freedom of Form") provides that contracts, declarations of intention, and other statements may be made in any form, including electronically, unless otherwise agreed by the parties or required by mandatory provisions of law [5]. This principle of *freedom of form* allows for the use of electronic communications such as email, web-based platforms, or other digital systems as legally valid expressions of offer and acceptance, provided that the parties consent to such means. However, where specific legal requirements or contractual agreements prescribe a particular form (e.g., electronic signatures or secure digital formats), these requirements remain binding and are not overridden by the Principles.

U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act (2000) — This Act provides that contracts executed through electronic signatures and electronic records shall not be denied legal effect, validity, or enforceability solely because they are in electronic form, provided that the parties have consented to the use of such means. In this way, the Act enables the process of offer and acceptance to be carried out electronically, granting full legal recognition to digitally formed agreements [6].

Furthermore, many countries have adopted legislation based on the UNCITRAL Model Law on Electronic Commerce (MLEC). For instance, Singapore enacted its Electronic Transactions Act, while other jurisdictions have either transposed the Model Law or developed similar normative frameworks. The core principles of the MLEC such as functional equivalence, non-discrimination, and technological neutrality have thus been reflected not only in international instruments but also in numerous national laws.

Law of the People's Democratic Republic of Algeria on Electronic Commerce —The Algerian Law on Electronic Commerce incorporates the concepts of the *electronic contract*, *electronic offer*, and *electronic acceptance*. Under this law, an electronic contract is understood as an agreement governed by the general rules of commercial practice, concluded remotely and without the physical or simultaneous presence of the contracting parties, relying solely on electron [7].

One of the essential requirements of an electronic offer under Algerian law is that the electronic contract must be *readable and comprehensible*. In addition, the offer must contain the following information: the tax identification number; the physical and electronic addresses and telephone number of the electronic service provider; the commercial registry number or business card number of the entrepreneur; the nature, characteristics, and prices of the goods or services offered, including applicable taxes; the availability status of the goods or services; the methods, costs, and timeframes of delivery; the general terms of sale, particularly clauses concerning the protection of personal data; the commercial warranty and any after-sales service conditions; if a fixed price cannot be determined in advance, the method for calculating the price; the methods and procedures of payment; a complete description of all stages involved in executing the electronic transaction; the validity period of the offer, if applicable; the terms and deadlines related to the subject of the order; the method of prior cancellation of the order, if available; the procedure for returning, exchanging, or replacing products; and the cost of using electronic communication means when calculated on a basis different from standard rates. The Law of the Republic of Uzbekistan "On Electronic Commerce" (Law No. O'RQ-792, adopted in 2022) provides that "a contract between the parties shall be formalized in electronic document form by agreeing upon and confirming the contractual terms through electronic documents and/or messages."Furthermore, Article 19 of the Law stipulates that "a contract may be concluded by performing acceptance through: (a) an electronic document verified with an electronic digital signature; (b) an electronic message

expressing the consent of a participant in electronic commerce; or (c) the performance of actions specified in the offer as a manifestation of consent to its terms" [8].

The Civil Code of the Republic of Uzbekistan provides the general theoretical framework for contractual relations, including the concepts of offer and acceptance and the principle that a contract is deemed concluded once the parties have agreed upon all essential terms [9]. Thus, the Civil Code directly links the notion of contract formation to the offer–acceptance process.

In addition, the Law "On Electronic Digital Signature" (Law No. 793, 2022) equates electronic digital signatures and electronic documents with handwritten signatures and paper-based documents [10]. It also regulates issues such as signature key certification, authenticity verification, and usage procedures, thereby ensuring the authentication and legal validity of electronic offers and acceptances.

4. Discussion

In the digital environment, not only the form of contracts but also the fundamental processes that constitute their basis namely, the offer and acceptance have undergone a profound transformation. Today, in electronic commerce, contracts are increasingly being concluded in electronic form, with widespread use of electronic offers and electronic acceptances. This development necessitates the incorporation of these concepts into legislation and the clarification of their legal essence. Contracts concluded through the global information network (the Internet) do not differ in substance from traditional contracts, except for the means used to express them. An electronic offer represents a clear and definitive expression of intent made through technical communication means. It may be conveyed in audio, visual, or combined forms and must contain all the essential terms and elements required for the conclusion of a valid contract.

Since the electronic commercial offer is made within a digital environment and through electronic means, it possesses distinctive characteristics compared to a traditional offer. Its uniqueness lies in the fact that it is an offer of an international nature, concluded remotely through electronic mass communication media. This can be understood as follows: because the electronic offer is made via an international digital communication network characterized by openness and universality, it transcends the geographical and political boundaries of individual states, thereby acquiring a global or cross-border character. However, an electronic offer may be limited to a specific geographic area if the offeror has predetermined such a territorial scope in order to avoid being obliged to conclude contracts beyond the defined geographical range.

An electronic offer is made remotely. A contract concluded in the digital environment is characterized as a distance contract, formed through the use of electronic communication technologies without the physical or simultaneous presence of the contracting parties [11]. Accordingly, the electronic offer itself shares this characteristic — it is made remotely. Therefore, an electronic offer must include all the contractual terms necessary to enable the consumer to conclude the contract, ensuring clarity and completeness of the offer's content in the absence of direct personal interaction between the parties.

An electronic offer is executed through electronic means. According to the UNCITRAL Model Law on Electronic Commerce (1996), specifically Article 2(e), an *intermediary* is defined as "a person who, on behalf of another person, sends, receives, or stores a data message, or provides other services with respect to such data messages" [12]. The execution of an electronic offer through an electronic carrier implies that it is transmitted exclusively via an Internet service provider. In this process, the offeror performs a function analogous to that of the Internet provider, while multiple entities such as telecommunications operators and information providers may contribute to the communication process [13].

It is important to note that the existence of an electronic offer does not terminate merely by deleting it. Its legal existence and validity are established from the moment it is made available on the digital network through an electronic carrier. From that point, its legal effect is governed by the duration of its availability within the network — it remains effective as long as it is accessible online and ceases to exist once it is removed from or lost within the Internet environment [14].

Since the electronic offer possesses a global and international character, it may be presented in a language different from that of the addressee. Consequently, a language issue arises, particularly regarding the recipient's ability to fully understand the contractual terms. The offer may contain expressions unfamiliar to the recipient, preventing them from negotiating based on its content. In some cases, the recipient due to their lack of language proficiency might unintentionally conclude a contract simply by clicking the "confirm" button, without truly understanding the terms of the offer.

However, the language barrier has not hindered the conclusion of contracts in the digital environment. Most international websites, especially those with a broad global reach, provide their content in multiple international languages to ensure effective communication with the largest possible number of customers. In addition, many such platforms employ simultaneous and comprehensive translation services for their content and offers, thereby facilitating understanding, improving accessibility, and encouraging customers to enter into contracts [15].

From the perspective of the legislation of the Republic of Uzbekistan, the Law on Electronic Commerce does not specify the language in which an offer must be made. In other words, there is no requirement that an offer must be drafted in the state language in order to be considered valid. An electronic offer, when made through online chat or by electronic mail, may be directed to one or several specific individuals, or it may be addressed to the general public through a digital network. In the latter case, the identity of the contracting person is not of primary significance. As a result, a jurisprudential debate has arisen among legal scholars concerning the legal nature of electronic offers addressed to the public — specifically, whether such an offer constitutes a legally binding offer in the strict legal sense, or merely an invitation to make an offer (invitatio ad offerendum).

Those who consider an electronic offer made through a website as merely an invitation to make an offer (invitatio ad offerendum) justify their position by arguing that the offeror cannot determine in advance the number of people who will view the offer. Consequently, the offeror cannot be certain that the goods or services available will be sufficient to meet the entire demand.For this reason, it is common to encounter phrases in such offers such as *"the offer is valid until the quantity runs out"* [16]. On the other hand, some legal scholars maintain that an offer addressed to the public through a website may indeed constitute a valid and binding offer when it contains all the essential terms and conditions of the contract to be concluded.

In conclusion, an offer addressed to specific individuals constitutes a valid and binding offer in the legal sense, whereas an offer directed to the general public is generally regarded as an invitation to negotiate, unless it contains the essential terms of the intended contract.Furthermore, if the offer includes phrases such as *"valid until the quantity runs out," "subject to confirmation,"* or *"without obligation,"* it is likewise considered an invitation to negotiate rather than a binding offer. In such cases, the offeror preserves a greater degree of freedom and retains the right to reject unsatisfactory or undesirable requests.

5. Conclusion

In sum, the study concludes that the shift of classical model of contract formation into technological realm has disrupted the orthodox understanding of the notion of offer and acceptance, which led to the emergence of the electronic offer as a principle of a

universal component of electronic commerce, Chris Reed. The results show that although electronic offers are inherently similar to traditional offers, they have important substantive features (the means by which the offer is created (without a face to face situation), the scope of the parties (cross-border reach), the scope of the action (automated), and the means of acceptance (electronic authentication)) that need to be recognized in law. International instruments: UNCITRAL and UN Convention on Electronic Communications, Russia, Uzbekistan and the move towards harmonization on the basis of technological neutrality, functional equivalence and non-discrimination? Yet the legal provisions of Uzbekistan are yet to fill the blanks on defining and governing electronic offers from a functional standpoint. The ramifications of this research - a call for domestic law reform to facilitate clarity, trust and legal certainty on digital transactions and encouraging awareness from both consumers and businesses. In addition, reinforcing the conceptual and regulatory foundation for electronic contracting, will contribute to the sustainable development of e-commerce and international trade. The matters to be examined in the future are the practicability of electronically made offers in automated and smart contract systems, the role of artificial intelligence in a contractual agreement, and also the creation of international coordinate systems for the follow-up of cross-border digital transactions.

REFERENCES

[1] UNCITRAL, *Model Law on Electronic Commerce (1996) with Additional Article 5 bis as Adopted in 1998*. United Nations Commission on International Trade Law. [Online]. Available: https://uncitral.un.org/en/texts/ecommerce/modellaw/electronic_commerce

[2] UNCITRAL, *Model Law on Automated Contracting*, 2024. [Online]. Available: https://uncitral.un.org/sites/uncitral.un.org/files/2424674emlautomatedcontracting-ebook.pdf

[3] United Nations, *Convention on the Use of Electronic Communications in International Contracts*, 2005. [Online]. Available: https://treaties.un.org/doc/source/RecentTexts/X-18_english.pdf

[4] UNCITRAL, *Convention on Contracts for the International Sale of Goods (CISG)*. [Online]. Available: https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09951_e_ebook.pdf

[5] UNIDROIT, *Principles of International Commercial Contracts*, 2016. [Online]. Available: https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2016/

[6] United States Congress, *Electronic Signatures in Global and National Commerce (ESIGN) Act*, 2000. [Online]. Available: https://www.fdic.gov/resources/supervision-and-examinations/consumer-compliance-examination-manual/documents/10/x-3-1.pdf

[7] People's Democratic Republic of Algeria, *Law on Electronic Commerce*. [Online]. Available: https://www.mpt.gov.dz/wp-content/uploads/2024/01/guide_EN.pdf

[8] Republic of Uzbekistan, *Law "On Electronic Commerce" (Law No. O'RQ-792)*, 2022. [Online]. Available: https://lex.uz/docs/-6213382

[9] Republic of Uzbekistan, *Civil Code of the Republic of Uzbekistan*. [Online]. Available: https://lex.uz/docs/-111189

[10] Republic of Uzbekistan, *Law on the Electronic Digital Signature (No. LRU-793)*, 2022. [Online]. Available: https://lex.uz/docs/6907238

[11] People's Democratic Republic of Algeria, *Law No. 18/05 Relating to Electronic Commerce*, Official Gazette of the Algerian Republic, no. 28, May 16, 2018.

[12] United Nations, *UNCITRAL Model Law on Electronic Commerce with a Guide to Enactment (1996, with Additional Article 5 bis)*. New York: United Nations, 2000.

[13] M. Jami, *Information Consumer Protection*, Ph.D. thesis, Dept. of Law, Faculty of Law and Political Science, Djillali Liabes Univ., Sidi Bel Abbes, 2017–2018.

[14] R. Karawan and S. B. A. Al-Faqoun, "The Legal Framework for the Consensus of Wills in E-Commerce Contracts," *Electronic Journal of Legal Research*, no. 7, 2021.

[15] F. Z. R. Taboub, *Electronic Transactions Law According to Law 18/05*, 2nd ed. Algeria: House of Ideas, 2021, p. 136.

[16] M. Jami, *Information Consumer Protection*, Ph.D. thesis, Dept. of Law, Faculty of Law and Political Science, Djillali Liabes Univ., Sidi Bel Abbes, 2017–2018, pp. 73–74.