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Modern technologies and European standards: Their impact on Ukrainian contract law

Abstract. The relevance of the study is due to the need to adapt the development of Ukrainian contract law to the new realities of digitalisation and globalisation that arise in the process of introducing new technologies, and further integration with international legal norms. The purpose of the study was to analyse the impact of modern technologies and European standards on the development of contractual legal relations in Ukraine, and to identify the main trends in the transformation of Ukrainian contract law in the context of the integration of digital technologies. The research methodology was based on a comprehensive approach, which includes several main methods, namely: methods of analysis and synthesis, system-structural, formal-logical and the method of legal hermeneutics. This approach allowed to comprehensively investigate the impact of modern technologies on the development of contract law in Ukraine based on decisions of the Supreme Court, innovations in the legislation of Ukraine and the European

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Union, which is multifaceted and includes numerous legal acts and norms. The article considered innovative trends in legislation and judicial practice in the context of the development of contractual legal relations. It was emphasised that innovations in contractual relations create new opportunities for the development of Ukrainian contract law and require a comprehensive approach to the regulation of contractual relations, which necessitates a modification of the approach to their regulation, which directly depends on the type of technology used (artificial intelligence, blockchain, online platform, etc.). At the same time, the priority is the application of more flexible mechanisms for interpreting the contract, which is important for ensuring compliance with legal certainty regarding the purpose and purpose of the contract. It was concluded that the successful implementation of digital technologies in the development of contractual relations requires a comprehensive approach, and includes changes in legislation, the development of professional competencies and the adaptation of the legal environment to the new challenges of the digital era. For the effective implementation of these norms, it is necessary not only to update the regulatory framework, but also to ensure proper legal practice that takes into account new technological capabilities. The results of the study can be used in the field of developing contract law, as well as for application in law enforcement practice

Keywords: contractual relations; digital transformation; electronic and digital data; contract management; personal data protection

INTRODUCTION

Contractual legal relations are a key category that has existed since ancient times, reflecting the foundations of interaction between people and regulating their obligations and rights. Throughout history, the evolution of society has significantly transformed this sphere, influencing the principles, forms and content of contracts. Modern socio-economic conditions have become a catalyst for the emergence of new types of contracts and changes in legal regulation. This indicates the dynamic development of society, which contributes to changes in contractual structures, while maintaining their viability and adaptability. Significant research shows that the key factor influencing the transformation of contractual legal relations is the departure from formalised solutions. This process is due to the growing need to apply more flexible and adaptive mechanisms for concluding agreements that are able to function effectively in new economic conditions and the social environment. The evolution of contractual legal relations is closely related to the evolution of the contract design, since changes in legal norms, social conditions and economic realities require adaptation and improvement of the contracts themselves. At the current stage of development of society, there is a shift away from the use of paper form of the contract, which is due to the integration of technologies that allow concluding a contract in electronic form with a digital signature. That is, everything depends on the technological capabilities of the software product used to ensure the functioning of the contract. At the same time, the variability of technological systems leads to the variability of the legal design of the contract, which determines the dimension of the transformation of contractual legal relations and the path of decision-making regarding the technological products used.

There is a focus on cooperation, where approaches that emphasise partnership and trust between the parties are becoming increasingly popular. Thus, the evolution of contractual legal relations and contract structures occurs in parallel, reflecting changes in the social, economic and technological aspects of life. This process requires careful study to ensure adequate legal support in a dynamic environment. In this context, it is important to pay attention to the historical aspects of the development of contract structure (Yuzheka, 2023).

Investigating contractual legal relations, D.V. Abramchuk (2023) noted that during the Roman Empire, Roman contract law was distinguished by significant formalism, which was due to the legislatively established requirements for the mandatory form for civil contracts, without which they could not generate legal consequences, and the parties were deprived of procedural protection in the event of a violation of their rights. Later, the researcher states, with the development of the economy and changing approaches to production, the «old cult of the word» gradually lost its dominant role.

S.V. Reznichenko (2016) emphasised that the use of contracts for thousands of years is due to their flexible legal form, which can reflect various social relations. The evolution of the contract is also a consequence of transitivity in the legal sphere, which is manifested in the dynamics of the development of society, the impact of social changes on law and the legal consolidation of these changes. Law, being a social institution, both forms social institutions and is subject to social changes, which allows to trace different models of social dynamics in legal development. M.A. Eisenberg (2018) emphasised that from the mid-nineteenth to the early twentieth century, the school of classical contract law dominated contract law, while over the last 70-80 years, contract law has

transformed into modern law. The author also noted that in classical law, considerations were formal, without taking into account social proposals, while modern contract law tries to create rules based on social needs. To the above considerations, the researcher added that the transformation in contractual legal relations can be traced through the analysis of four spectra: objectivity-subjectivity, standardisation-individualisation, static-dynamicity and binary-multifacetedness. In this context, J. Hartman (2021) emphasised that in the coming years, digital transformation (DX) will focus on the concept of digital transformation of contracts (DCX), and concerns the digitalisation of contracts and contract lifecycle management (CLM) processes. DCX is becoming a key element of an organisation's broader digital transformation strategy, as it not only modernises their contracting efforts, but also allows the use of contract data to provide practical business insights, which is the heart of digital transformation. Continuing the discourse on the impact of new technologies on contractual processes, O. Konashevych (2020) noted that "blockchain is suitable for both legal traditions of property registers, i.e., keeping records of property rights (Torrance system and civil law), and for keeping chains of transactions (common law system) (...) it is impossible to transfer the entire system to blockchain overnight for various reasons (technological, political, organisational, legal) (...) traditional public registry and blockchain systems can operate in parallel, and therefore citizens will have the right to choose where they want to manage their property rights."

M. Durovic & T. Tridimas (2021) noted that "blockchain provides more control over personal data than centralised data storage methods" and argued that the emergence of the collaborative economy, together with artificial intelligence, big data and 3D printing, creates the prerequisites for something like the fourth industrial revolution, which indicates the significant challenges facing national jurisdictions, and this is associated with the move away from the use of centralised storage and processing of personal data, which makes it difficult to apply its logic to decentralised digital registries. Continuing the above, it is noted that the arguments of M.M. Durovic & T. Tridimas (2021) regarding the complexity of applying blockchain technology to centralised systems are reasonable and deserve support. It is believed that the use of this type of technology will significantly change approaches to the legal regulation of relevant registers, in particular the state register of real rights to real estate and their encumbrances, which operates in Ukraine.

Scientists L.A. DiMatteo *et al.* (2024) noted that the development of artificial intelligence is the greatest challenge for the legal community today and saw the need to implement innovative approaches to the use of

artificial intelligence to ensure compliance with legal standards and protect the rights of consumers of digital services. I.Y. Guleykov (2024) noted that there are difficulties in the legal regulation of relations in the digital space and suggested that the contract could become the main legal instrument for regulating such relations, in particular for the circulation of digital assets.

O.I. Zmykalo (2021) noted the importance of the efficiency of electronic transactions, especially when they are carried out via the Internet. The author notes that due to direct access to the global network and electronic transfers regardless of time and place, the process of concluding such agreements is significantly accelerated, while the provision of services and goods via the Internet reduces the costs of concluding agreements and eliminates the need for personal meetings, which emphasises the importance of the globalisation of trade for the development of electronic transactions. N. Fedosenko (2022) concluded that further scientific research is needed to develop and improve legislation to ensure legal security and protect consumers who conclude agreements in the digital environment. The author also emphasised the importance of analyzing legal mechanisms for resolving disputes and also pointed to the growing relevance of the use of artificial intelligence in civil legal relations, which opens up new opportunities and challenges for legal regulation.

In development of the above, it should be added that the evolution of contractual legal relations is also closely related to the evolution of language, since changes in language definitions cause additional challenges associated with the need to maintain tools and existing models in accordance with this evolution. From a historical perspective, language is not only a means of communication, but also a tool for forming legal norms that determine the essence and scope of the obligations of the parties. Accordingly, the dimension of the transformation of contractual legal relations depends on the way of making decisions regarding the introduction of certain technological products into public relations and the evolution of speech in connection with the introduction of innovations. Accordingly, the creation of effective solutions attracts the attention of the modern legal community.

Along with the above, R. Zimmermann (2020) expressed the opinion that the Europeanisation of contract law implies, first of all, the "re-Europeanisation" of legal science and education, and a common European text for reference is an ideal reference point in this process, which can be one of the lessons of the old *ius commune* for the new European legal culture, because the main components of the integration of Europe as a cultural space were universities, Roman legal sources and the tradition of law as a scientific discipline.

Thus, the integration of modern technologies plays an increasingly important role in the formation of contractual legal relations, therefore, the study of their impact on the development and further construction of Ukrainian contract law becomes an important aspect for ensuring the country's competitiveness and its preparation for the requirements of the EU internal market and a comprehensive free trade area.

In the context of globalisation and rapid technological development, these innovations not only change the traditional mechanisms of concluding and executing contracts, but also require new approaches to legal regulation. Adaptation of legal norms to the new realities of technologicalisation is important for ensuring stability and predictability of contractual relations, which is becoming critically important in the modern world. Given the specifics of the Ukrainian legal system, it is important to analyse the impact of modern technologies on the formation of new standards of contractual relations that will comply with European norms. Technological innovations can serve as the basis for the development of flexible legal instruments that take into account modern realities and business needs. As the development of contract law in Ukraine takes on new forms, the relevance of integrating European standards becomes obvious. The use of modern technologies can help create effective legal structures that meet modern requirements, in particular in the field of consumer protection and regulation of e-commerce.

The purpose of the study was to analyse the impact of modern technologies and European standards on the development of contractual relations in Ukraine, and identify the main trends in the transformation of Ukrainian contract law in the context of the integration of digital technologies.

The research methodology was based on a comprehensive approach, which included several main methods, namely: methods of analysis and synthesis, system-structural, formal-logical and legal hermeneutics. This methodology allowed for a comprehensive study of

the impact of modern technologies on the development of contract law in Ukraine based on the decisions of the Supreme Court – Resolution of the Supreme Court in the Case No. 212/10457/21¹, Resolution of the Supreme Court in the Case No. 910/5408/21², Resolution of the Supreme Court in the Case No. 904/2882/18³, innovations in the legislation of Ukraine (Law of Ukraine No. 922-VIII⁴, Law of Ukraine No. 2155-VIII⁵, Law of Ukraine No. 675-VIII⁶) and the European Union (Directive 2000/31/UE⁷, Directive 98/6/UE⁸, Regulation (UE) 2016/679⁹), which is multifaceted and includes numerous legal acts and regulations.

The system-structural method allowed to analyse key concepts related to the topic of the study, such as “modern technologies”, “contractual legal relations”, “integration with European standards”. The study used the formal-logical method and the method of legal hermeneutics, which allowed to analyse the regulatory legal acts that regulate the use of modern technologies in the contract law of Ukraine. A comparative analysis of approaches to regulating the use of technologies in Ukraine and in other countries made it possible to understand how these instruments affect the development of contract law, in particular in the context of European norms. The analysis method helped to identify problems related to the regulation of modern technologies in the Ukrainian legal system. The synthesis method turned out to be useful for studying the effectiveness of the impact of these technologies on contractual legal relations. In addition, the forecasting method allowed to outline the significance of modern technologies in the development of contract law under the influence of technological innovations and changes taking place in the legal sphere.

REVIEW OF SCIENTIFIC RESEARCH ON THE CURRENT STATE OF DEVELOPMENT OF UKRAINIAN CONTRACT LAW

It is impossible to effectively integrate the latest technologies and European standards into the country's legal system without understanding the current state of development of Ukrainian contract law. Ukrainian contract

¹ Resolution of the Supreme Court in the Case No. 212/10457/21. (2023, December). Retrieved from <http://iplex.com.ua/doc.php?regnum=115376851&red=100003be6a2690566aa4caad699eaf2bb8d955&d=5>.

² Resolution of the Supreme Court in the Case No. 910/5408/21. (2022, August). Retrieved from <https://verdictum.ligazakon.net/document/106078971>.

³ Resolution of the Supreme Court in the Case No. 904/2882/18. (2019, June). Retrieved from <https://zakon.rada.gov.ua/laws/show/2747-15#Text> <https://zakononline.com.ua/court-decisions/show/82426143>.

⁴ Law of Ukraine No. 922-VIII “On Public Procurement”. (2015, December). Retrieved from <https://zakon.rada.gov.ua/laws/show/922-19#Text>.

⁵ Law of Ukraine No. 2155-VIII “On Electronic Identification and Electronic Trust Services”. (2017, October). Retrieved from <https://zakon.rada.gov.ua/laws/show/2155-19#Text>.

⁶ Law of Ukraine No. 675-VIII “On Electronic Commerce”. (2015, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19#Text>.

⁷ Directive 2000/31/UE of the European Parliament and Council “On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market” (“E-Commerce Directive”). (2000, July). Retrieved from https://zakon.rada.gov.ua/laws/show/994_224#Text.

⁸ Directive 98/6/UE of the European Parliament and Council “On the Protection of Consumers in the Context of the Indication of Prices of Products Offered to Consumers”. (1998, February). Retrieved from https://zakon.rada.gov.ua/laws/show/984_004-98#Text.

⁹ Regulation (UE) 2016/679 of the European Parliament and Council “On the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/UE. (General Data Protection Regulation)”. (2016, April). Retrieved from https://zakon.rada.gov.ua/laws/show/984_008-16#Text.

law has undergone significant changes in recent years, particularly in the context of globalisation and digitalisation. A review of scientific research in this area has allowed to outline the key trends, problems and opportunities facing the legal environment.

First of all, it should be noted that the main regulatory legal acts regulating modern contract law in Ukraine are: Civil Code of Ukraine¹ and Commercial Code of Ukraine². At the same time, a number of laws that are additionally applied distinguish the application of contractual legal relations in various spheres of economic activity. For example, Law of Ukraine No. 675-VIII³ and Law of Ukraine No. 922-VIII⁴ regulate the features of the application of contractual legal relations when making purchases on authorised electronic platforms and establish the procedure for concluding electronic transactions using information and communication systems. Law of Ukraine No. 1734-VIII⁵ determines the terms of the consumer credit agreement and the conditions of its adaptability to financial capacity.

In general, the number of regulatory acts regulating modern contract law is more than a dozen, which indicates a certain complexity and multifacetedness of this legal sphere. This also indicates that Ukrainian contract law is in constant development, striving to take into account new challenges arising in connection with the globalisation of the economy and the introduction of modern technologies. Scientists V.M. Adam *et al.* (2019) and I.V. Davydova (2023) considered the contract as a universal instrument for regulating various social relations, ensuring a balance between supply and demand, and acting as an optimal form of interaction between participants in economic circulation. At the same time, the authors note that freedom of contract in the context of European integration contributes to the formation of the EU single market, strengthening economic cooperation between member states, and the general development of countries.

S. Sysuyev (2021), studying the current state of contractual legal relations, pointed to the predominance of imperative norms over dispositive ones, which is caused by the lack of clear rules in the Civil Code. The author noted that a significant number of claims for the recognition of contracts as invalid are filed not to protect rights, but to avoid obligations. At the same time, he emphasised that courts, adhering to an outdated approach, consider that if a norm does not contain reservations about the possibility of changes, it is automatically imperative,

which, in turn, limits the principle of freedom of contract and prevents the effective regulation of contractual relations. Yu. Mytza (2024) noted that the key task of obligations arising from contractual legal relations is to preserve the private law paradigm. The author drew attention to the fact that the creation of privileges for individual participants in legal relations distorts the idea of formal equality of persons in private law and disrupts the balance of interests of participants in civil legal relations, which leads to the transformation of civil law into public law and threatens the “publication of private law”. In the author’s opinion, such an approach is unlikely to bring positive results, therefore the researcher recommended harmonising the reform of Ukrainian contractual law with the achievements of European lawyers, in particular, through the implementation of the Model Rules of European Private Law (DCFR). K. Yefremova *et al.* (2021) drew attention to the fact that projects and innovations are becoming increasingly relevant and important in the modern world. Moreover, the authors emphasised that currently there are simultaneously opposing processes: on the one hand, countries are reorienting international supply chains to the national level, and on the other hand, the challenges facing societies require the intensification of research and the involvement of global scientific and industrial resources to overcome structural weaknesses in the economy. N.V. Milovska (2023), studying the issue of harmonisation of contractual relations with European Union law, noted that “in the case of settlements in the payment system, any contract (...) acquires significance not as a separate contract, but as one of the contracts that provides the corresponding purpose, namely the organisation of the transfer of funds”. M. Dubel (2021), studying the impact of digital platforms on the global economy, noted that “digital platforms reduce transaction costs, in particular, the costs of triangulation, transmission and verification of the authenticity of the transaction (...) and facilitate shared use, allowing for increased efficiency and sustainability”.

Thus, all processes indicate the need to adapt contractual legal relations to innovative approaches to meet the challenges that arise in the global context. For example, the growing importance of digital technologies in production and business process management opens up new opportunities for optimising resources and increasing efficiency. Along with these opportunities, new legal challenges arise related to contractual regulation,

1 Civil Code of Ukraine. (2003, January). Retrieved from <https://zakon.rada.gov.ua/laws/show/435-15#Text>.

2 Commercial Code of Ukraine (2003, January). Retrieved from <https://zakon.rada.gov.ua/laws/show/436-15#Text>.

3 Law of Ukraine No. 675-VIII “On Electronic Commerce”. (2015, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19#Text>.

4 Law of Ukraine No. 922-VIII “On Public Procurement”. (2015, December). Retrieved from <https://zakon.rada.gov.ua/laws/show/922-19#Text>.

5 Law of Ukraine No. 1734-VIII “On Consumer Credit”. (2016, November). Retrieved from <https://zakon.rada.gov.ua/laws/show/1734-19#Text>.

in particular, personal data protection and cybersecurity. Accordingly, modern innovative projects require not only technological solutions, but also the adaptation of the legal framework to ensure security and stability in the digital environment. This may include the development of new forms of contracts that take into account the specifics of digital technologies, as well as improving dispute resolution mechanisms in the virtual environment. Ultimately, the ability of society to cope with these challenges will determine its competitiveness on the global stage. For these reasons, M. Khaustova (2022) drew attention to the assessment and analysis of the quality of application of tools for the digitalisation of society, as well as their positive impact on various areas of activity using the example of the countries of the European Union, namely the application of the DESI Index, which determines the level of technological development and implementation of innovative technologies in the digital environment and consists of five main sub-indices: connectivity, human capital, Internet use, integration of digital technologies, and digital public services.

On September 5, 2023, the Cabinet of Ministers of Ukraine approved Order of the Cabinet of Ministers of Ukraine No. 774-r "On Approving the List of Indicators of the Digital Economy and Society Index (DESI)"¹ according to which four components are distinguished (human capital, Internet connectivity, integration of digital technologies, digital public services) by which the level of evolution of the country in the field of digital competitiveness will be determined. An important aspect of this process is the development of contractual legal relations, since the introduction of digital technologies significantly changes the mechanisms for concluding, executing and monitoring contracts. Electronic contracts, which are increasingly used in business and administrative procedures, require new approaches to legal regulation. For example, there is a growing need for clear rules regarding electronic signature, authentication of contract participants and resolution of disputes arising in the digital environment. In addition, digitalisation affects how the parties interact when concluding contracts. On the one hand, this ensures the speed and convenience of the process, but on the other hand, it increases the risks associated with fraud and improper fulfillment of the terms of the contract. Accordingly, it sets the task for lawyers to develop effective mechanisms for protecting the rights and legitimate interests of the parties, in particular consumers. Therefore, the development of contractual relations in the context of digitalisation

requires not only the adaptation of existing norms, but also the introduction of new legal instruments that will ensure security, transparency and efficiency in doing business. Thus, contractual relations become a key element for supporting innovation and ensuring stability in the digital economy.

Y.O. Koleshnya (2021) drew attention to the current state of implementation of other business models – platformisation (for example, taxi services such as Uber and Bolt), and emphasised that in many sources platformisation is considered a threat to traditional business, since launching a digital platform is much cheaper than creating a production or service. The author noted that this business model eliminates intermediaries, reducing costs, and is easily scalable, the new model focuses on connections between the consumer and the manufacturer, rather than on direct sales, and finds application in many areas, while the monetisation of platforms allows reducing the financial burden on users by distributing it between them.

Thus, with the development of platformisation, contract law is also changing, as new business models require the adaptation of traditional legal norms. Platforms create new forms of interaction between participants, which affects the conclusion and execution of contracts. First, new types of agreements appear, such as contracts for the provision of services through digital platforms, which require clear regulation of the rights and obligations of the parties, especially in matters of liability and consumer protection. Second, since platforms eliminate intermediaries, contract law must ensure legal certainty in relations between consumers and service providers. This applies to the terms of use of platforms, privacy policies and the protection of personal data. In addition, the growth of the scale of platforms requires the unification of legal norms at the international level. After all, users and service providers may be located in different jurisdictions, which complicates the resolution of legal disputes and the execution of contracts. Regarding the modern traditions of Ukrainian contract law, D.V. Abramchuk (2023) noted that in the Ukrainian legal system, a separate place is occupied by standard and exemplary contracts, while the use of a standard contract when concluding legally defined agreements is mandatory, and changes to its content are possible only in terms of specifying the conditions. Instead, the exemplary contract is proposed as a recommendation, which makes its use a right, not an obligation, for subjects of civil legal relations.

¹ Order of the Cabinet of Ministers of Ukraine No. 774-r "On Approving the List of Indicators of the Digital Economy and Society Index (DESI)". (2023, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/774-2023-%D1%80#Text>.

Continuing the opinions expressed by researchers, it is worth noting that standard and exemplary contracts play an important role in simplifying and standardising contractual relations, especially in the context of the growth of digital technologies and globalisation. The use of standard contracts allows reducing legal uncertainty and providing greater predictability for participants in legal relations. At the same time, exemplary contracts can serve as a guide for entrepreneurs and legal entities seeking to adapt their agreements to specific business conditions while maintaining legality. However, there are risks associated with excessive standardisation, as standard contracts may not take into account the specifics of individual cases, which can lead to inadequate protection of the rights of the parties to the agreement, especially consumers. Therefore, it is important to ensure a balance between the use of standard and exemplary contracts and the possibility of their individualisation.

K.A. Rahulina (2017) drew attention to the fact that in modern legal science there are three approaches to the characterisation of a contract as a source of law. The first approach states that a contract is an individual legal act and cannot be a source of law. The second approach recognises that only some contracts are normative in nature. The third approach, supported by its supporters, believes that all contracts contain local rules of law, which allows them to be sources of law. According to this approach, ordinary civil law contracts can be included in the sources of law as mononorms. The inclusion of all contracts, even individual ones, in the national legal system is characteristic of the doctrine of natural law and American sociological jurisprudence.

Developing the topic of the use of digital technologies, O.V. Petryshyn & O.S. Hilyaka (2021) noted that digital technologies contribute to the emergence of digital rights, which are an extension of universal human rights adapted to the conditions of a society functioning on the basis of information. At the same time, the authors noted that digital rights, although they originate from information rights, are not limited to them, but cover a wide range of fundamental rights that are implemented in the digital environment and require research taking into account the characteristics of this environment. S. Pylypenko (2020) drew attention to the peculiarities of a contract concluded in electronic form, in particular, the fact that the parties do not interact directly during the conclusion, but through intermediaries – a telecommunications service operator, a payment service provider, a registrar who assigns network identifiers, as well as other participants who support the operation of information and telecommunications systems. The author noted that the intermediary (service provider) is not responsible for the content of the transmitted or

received information, as well as for the damage that may be caused by the use of such services, provided that the intermediary is not the initiator of the transmission of information, does not choose its recipient and does not have the ability to change the information itself. At the same time, M. Blikhar *et al.* (2023) as a result of the study identified key problems that arise when using blockchain technology at the global, national and regional levels. The authors emphasised that one of the most pressing problems is the imperfection of the legal mechanism for the application of this technology in the context of the digitalisation of the economy and that the development of blockchain technology directly depends on the level of development of the country and the state of digitalisation of the national economy. Instead, O.O. Bakalinska (2023) emphasised that “the introduction and commercialisation of competitive advanced technologies (...) will expand the possibilities of high-tech import and export, will contribute to the introduction of uniform norms of economic development (...) technology transfer is the movement of technology through various channels from one of its owners to another (...) in this context of overcoming the technological lag of countries”. G. Shvets (2016) also expressed relevant considerations in 2016, noting that “the trends in the development of society are accompanied by the introduction of a significant number of innovations that require the use of a mechanism for their implementation (...) one of the most effective ways to transfer innovations is technology transfer”. Digital technologies, according to K. Markevych (2021), make it possible to carry out activities from anywhere in the world, as well as contribute to the transparency and efficiency of government work (e-government: a system of electronic regulations and registrations). O. Lebid (2023) drew attention to the fact that “digital transformation requires (...) not only changes in the use of technology, but also a review of strategy, culture and ways of interacting with customers and partners to achieve competitive advantages in the digital world.”

At the same time, the Ukrainian legislator, along with the use of the term digital technology, uses the term electronic data, which is different from digital. H. Avdiieva & E. Zhyvutska-Kozlovska (2023), studying the use of digital evidence in legal proceedings, noted that the terms “electronic” and “digital” evidence are not identical, since they are associated with the use of different devices that contain different forms of information – analog and digital, the difference between which is that analog information is continuous, and digital is discrete.

Given the above, it becomes obvious that the current state of development of Ukrainian contract law is at the stage of transformation, requiring adaptation to new economic realities and technological innovations, and

this process is becoming long-term. The introduction of digital technologies, business platformisation and the development of international standards create new challenges for contractual legal relations, in particular in the areas of electronic contracts, consumer protection and cybersecurity. Adapting existing norms to these changes, creating new legal instruments, and developing dispute resolution mechanisms are important steps to ensure effective regulation of contractual relations in the digital environment. Continuing research in this area will allow not only to take into account the specifics of modern technologies, but also to develop legal tools to support innovation and stability in the Ukrainian economy, which is key to achieving the country's competitiveness on the global stage.

INNOVATIVE TRENDS IN CONTRACTUAL LEGAL RELATIONS. REVIEW OF LEGISLATIVE NORMS

The normative structure of contract law is one of the developed areas in the legal system of Ukraine and is practically understandable in its terms. Covering a large number of regulatory legal acts, contract law demonstrates the possibility of its codification on the example of Civil Code of Ukraine¹ and Commercial Code of Ukraine². Including a significant list of types of contracts (provision of services or works, lease, loan, commission, transportation, insurance, donation, etc.), the legislator has identified the main elements that compose the possibility of these legal relations and their protection. First of all, these are the parties to the contract, ensuring the performance of the contract and the actual conditions of its performance, and, what is also most important, this is the method of protecting violated rights. Accordingly, it will be appropriate to consider how innovations affect each of these elements. Also included in the list of regulatory legal acts that apply to the regulation of contractual legal relations are Law of Ukraine No. 2155-VIII³, Law of Ukraine No. 143-V⁴, Law of Ukraine No. 1667-IX⁵, Law of Ukraine No. 1023-XII⁶ etc.

Determining the extent of the use of digital technologies in the sphere of contractual relations, first of

all, attention is drawn to Law of Ukraine No. 2155-VIII⁷. This law introduces a number of terms and procedures for identifying individuals, in particular when concluding a contract. Thus, the concept of electronic identification was introduced, which consists of the process of using a person's identification data in electronic form, an electronic seal to ensure the authenticity of the origin of linked electronic data, or to certify the electronic signatures of signatories, and an electronic time stamp – electronic data that links other electronic data to a specific point in time to certify the presence of this electronic data for a certain period of time.. It should be noted that each electronic signature or electronic seal has legal force equal to a signature on a paper document, provided that the requirements for the reliability and security of the electronic identification process are met. This law also establishes requirements for providers of electronic services that certify electronic signatures, electronic seals and other means of trust that ensure proper legal protection of electronic contracts, which, in turn, significantly changes the approaches to concluding contracts in the digital environment. From now on, parties can conclude contracts using electronic signatures, which significantly simplifies and speeds up the process of signing agreements, reducing the need for physical contact and the use of paper documents, and promotes the development of e-commerce, reducing administrative costs, time for the execution of agreements, and also allows for the effective use of digital technologies to automate contractual relations. No less important is the fact that the use of electronic identification and digital signatures provides a high level of security and protection against fraud. Signing agreements via electronic signature and using an electronic time stamp allows for indisputable proof of the facts of concluding a contract and confirming its terms, which is of great importance in the legal aspect, and also identifies pre-trial settlement of the dispute, if any.

Relevant innovations in the regulation of contractual relations are contained in Law of Ukraine No. 1667-IX⁸. According to the provisions of the law, the term gig contract has been introduced – a civil law contract for the

¹ Civil Code of Ukraine. (2003, January). Retrieved from <https://zakon.rada.gov.ua/laws/show/435-15#Text>.

² Commercial Code of Ukraine. (2003, January). Retrieved from <https://zakon.rada.gov.ua/laws/show/436-15#Text>.

³ Law of Ukraine No. 2155-VIII "On Electronic Identification and Electronic Trust Services". (2017, October). Retrieved from <https://surl.li/lidsfx>.

⁴ Law of Ukraine No. 143-V "On State Regulation of Activities in the Field of Technology Transfer". (2006, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/143-16#Text>.

⁵ Law of Ukraine No. 1667-IX "On Stimulating the Development of the Digital Economy in Ukraine". (2021, July). Retrieved from <https://zakon.rada.gov.ua/laws/show/1667-20#Text>.

⁶ Law of Ukraine No. 1023-XII "On Consumer Protection". (1991, May). Retrieved from <https://zakon.rada.gov.ua/laws/show/1023-12#Text>.

⁷ Law of Ukraine No. 2155-VIII "On Electronic Identification and Electronic Trust Services". (2017, October).

Retrieved from <https://zakon.rada.gov.ua/laws/show/2155-19#Text>.

⁸ Law of Ukraine No. 1667-IX "On Stimulating the Development of the Digital Economy in Ukraine". (2021, July). Retrieved <https://zakon.rada.gov.ua/laws/show/1667-20#Text>.

performance of work and/or the provision of services in Diya City. A gig contract involves the conclusion of agreements between the parties to perform specific tasks or provide services that are performed remotely or for a limited period of time, and also allows for the involvement of specialists in projects on short-term contracts. This makes it possible to attract the best specialists and freelancers, ensuring flexibility in labor relations, while maintaining legal clarity and legal protection for both parties. In the context of Diya City, a gig contract provides a special legal field for IT companies and startups, allowing them to effectively cooperate with specialists under transparent, regulated contracts. This form of contractual relations allows minimising bureaucratic barriers, accelerating the process of concluding agreements, and creating new opportunities for the development of the digital economy in Ukraine, in particular in the field of information technologies, startups and innovations. The introduction of gig contracts also responds to the challenges of the digitalisation of the labor market, where flexible forms of cooperation are necessary to ensure a rapid response to the needs and requirements of the market. This makes it possible to adapt labor relations to new realities and contributes to an increase in the level of competition and efficiency in individual sectors of the economy. Thus, the gig contract is an important step towards further integration of Ukraine into the global digital economy and ensuring the legal basis for the development of digital contractual relations, which will contribute to the growth of investments in the technological sector in the field of IT and innovation. Law of Ukraine No. 3320-IX¹ introduced the concept of a “digital thing” into legal circulation, which is defined as a good that is created and exists exclusively in a digital environment and has property value, is a virtual asset, contains digital content and other similar goods. This innovation contributes to the legalisation and legal regulation of relations related to digital goods and services that are actively used in the modern economy. Virtual assets, in particular cryptocurrencies, tokens, as well as various digital content, including software, online courses, music and video files, receive legal status, which allows them to carry out civil law transactions, conclude contracts, carry out their purchase and sale, transfer ownership and other legal actions. This also creates the basis for the development of new forms of economic activity

in the digital space, ensuring greater transparency and protection of the rights of owners of digital goods. In addition, changes to the Civil Code contribute to the expansion of investment opportunities in the field of technology, opening the way for attracting investors to the market of virtual assets and digital goods.

The Law of Ukraine No. 851-IV² establishes the understanding of the term electronic document, with an electronic signature or electronic seal being a mandatory condition for the verification of such a document. In the context of contractual relations, this law creates a legal basis for ensuring the procedures for concluding, executing and fulfilling the terms of contracts using a new form of document management without the use of paper media.

The Law of Ukraine No. 675-VIII³ contains a legislative interpretation of the electronic form of information presentation, which consists in a method of documenting information (creation, recording, transmission or storage of information in digital or other intangible form) using electronic, magnetic, electromagnetic, optical or other means capable of reproducing it in visual form.

Also, innovative is the Law of Ukraine No. 2074-IX⁴, which defined a virtual asset as an intangible good that is an object of civil rights, has value and represents a set of data in electronic form. The turnover and existence of a virtual asset is ensured by a specialised system that regulates the circulation of these assets. According to this law, a virtual asset can be used to certify property rights, in particular, claims to other objects of civil rights, which opens up new opportunities for the use of such assets in legal and economic relations. At the same time, this law creates a legal basis for the development of the virtual asset market in Ukraine, in particular cryptocurrencies, tokens and other digital goods, and promotes the development of innovative technologies, in particular in the fields of finance, information technology and the economy as a whole. This allows reducing legal risks and increasing the level of protection of participants in the virtual asset market.

In addition, it is important to note that the introduction of innovations in the field of contract law is not limited to the use of digital signatures or the regulation of virtual assets. In the future, an expansion of legal instruments to regulate new forms of economic activity, such as artificial intelligence, blockchain and automated

¹ Law of Ukraine No. 3320-IX “On Amendments to the Civil Code of Ukraine Regarding the Expansion of the Scope of Civil Rights Objects”. (2020, August). Retrieved from <https://zakon.rada.gov.ua/laws/show/3320-20#Text>.

² Law of Ukraine No. 851-IV “On Electronic Documents and Electronic Document Circulation”. (2003, May) Retrieved from <https://zakon.rada.gov.ua/laws/show/851-15#Text>.

³ Law of Ukraine No. 675-VIII “On Electronic Commerce”. (2015, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19#Text>.

⁴ Law of Ukraine No. 2074-IX “On Virtual Assets”. (2022, February). Retrieved from <https://zakon.rada.gov.ua/laws/show/2074-20#Text>.

contract conclusion systems. All of these technologies can significantly simplify the processes of concluding and executing contracts, as well as create new opportunities for business, reducing the costs of legal support for transactions. One of the promising areas is also the development of platforms for automated contract conclusion that use smart contracts. These contracts, using blockchain technologies, ensure automatic execution of the terms of the contract without the need for third-party intervention, which can increase efficiency and reduce the risks of errors and abuse. However, such technologies also require clear legal regulation to ensure the protection of the rights of all participants in the contracts and reduce the risks associated with the automatic execution of the terms. No less important is the issue of adapting national legislation to international standards, especially in view of the development of e-commerce and international contractual relations. International treaties concluded in electronic format require interaction with other jurisdictions that have their own peculiarities in the legal regulation of electronic signatures and electronic transactions. However, despite the numerous advantages, when introducing new technologies into contractual legal relations, the need for careful monitoring of the protection of personal data and the security of electronic transactions increases. In the context of digitalisation, there are serious risks to privacy and information protection. Therefore, it is important that legislative initiatives take into account not only the opportunities for the development of the digital economy, but also mechanisms for ensuring data security and protection against cyber threats.

Thus, innovations in contractual legal relations create new opportunities for the development of Ukrainian contract law, but at the same time require a comprehensive approach to their regulation. Changing the approach to the formation of contractual legal relations remains the key element in the observance of legal certainty regarding the purpose of the contract and the method of its execution, while the use of more flexible mechanisms for interpreting the contract becomes a priority, taking into account the intentions of the parties and the method of forming contractual relations, which directly depends on the type of technology used (artificial intelligence, blockchain, online platform, etc.). This, in turn, creates the need to reduce the restrictive possibilities of protection methods and the need to comply with technical requirements when working with the technology used.

INNOVATIVE TRENDS IN CONTRACTUAL LEGAL RELATIONS. REVIEW OF JUDICIAL PRACTICE

The world's orientation towards the constant development of technologies has a huge impact on the process of developing contract law, which changes the usual models of legal regulation. A characteristic feature of Ukrainian contract law is that it evolves and develops not in isolation, but in the process of continuous integration of the best practices and institutions from world jurisprudence. Such convergence of legal orders is natural for open societies. One of the results of this convergence can be considered the spread of judicial precedent from among the sources of contract law.

Turning to the current practice of litigation in Ukraine, it should first be noted that there is a small number of litigation related to the study of the use of technology in contractual legal relations. At the same time, technological innovations are included in the list of means used as an evidentiary basis when considering a case in court. This is also due to the relevant legislative changes made to procedural legislation. Thus, in Art. 99 of the Code of Administrative Court Procedure of Ukraine¹, Art. 100 Civil Procedure Code of Ukraine² and Art. 96 Commercial Procedure Code of Ukraine³, the term electronic evidence was introduced. According to the provisions of the acts, electronic evidence includes information stored in digital form (texts, graphic images, photographs, videos and audio recordings), web pages, messages in various formats (text, multimedia, voice), metadata, databases and other types of electronic data and can be stored on various media, such as mobile phones, memory cards, servers or on the Internet. This creates new challenges and opportunities for judicial practice, as electronic evidence opens up new horizons for the analysis and assessment of facts within the framework of contractual legal relations. Judicial practice already demonstrates the growth of the use of such evidence, which can change the approach to the assessment of legal disputes, especially in the context of the rapid adaptation of new technologies in public life. One of the biggest challenges is determining the admissibility and reliability of electronic evidence. Issues related to the authenticity and accuracy of data stored in digital form become relevant when considering disputes, where every detail is important. This, in turn, requires the development of new mechanisms for evaluating and verifying electronic evidence, as well as improving judicial practice in dealing with such materials.

¹ Code of Administrative Court Procedure of Ukraine. (2005, July). Retrieved from <https://zakon.rada.gov.ua/laws/show/2747-15#Text>.

² Civil Procedure Code of Ukraine. (2004, March). Retrieved from <https://zakon.rada.gov.ua/laws/show/1618-15#Text>.

³ Commercial Procedure Code of Ukraine. (1991, November). Retrieved from <https://zakon.rada.gov.ua/laws/show/1798-12#Text>.

The role of online platforms for concluding contracts is also growing with the development of electronic communication, which leads to the emergence of new models of electronic agreements, such as smart contracts. However, the issues of their legal nature and methods of monitoring the implementation of such agreements remain the subject of active discussions in judicial circles. In particular, the issue of determining the conditions under which electronic contracts can be recognised as valid and how they can be checked for compliance with the requirements of the law is important. For example, Resolution of the Supreme Court in the Case No. 212/10457/21¹, where the subject of the dispute was the invalidation of a transaction signed with an electronic signature with a one-time identifier, the Supreme Court in its resolution dated December 4, 2023 noted that according to the rule of Part Eight of Article 11 of the Law of Ukraine No. 675-VIII² if the conclusion of an electronic contract takes place in the information and telecommunications system of an e-commerce entity, in order to accept an offer to conclude such a contract, a person must identify himself in such a system and provide a response on acceptance of the offer (acceptance) in an arbitrary form in the manner specified in Part Six of this Article. An electronic contract concluded by exchanging electronic messages, signed in the manner specified in Article 12 of this Law, is considered to be equivalent in legal consequences to a contract concluded in writing.

In Resolution of the Supreme Court in the Case No. 922/788/19³ resolving a dispute regarding the proper performance of contractual obligations under a supply contract, the Supreme Court in its resolution of 12/28/2019 concluded that a printout of electronic correspondence cannot be considered an electronic document (copies of electronic documents) since an electronic signature is a mandatory requisite of an electronic document and is used to identify the author and/or sign an electronic document by other entities of electronic document flow). A similar legal position is stated in the resolutions of the Supreme Court of 16.03.2020 p. in Resolution of the Supreme Court in the Case No. 910/1162/19⁴

and of 11.06.2019 p. in Resolution of the Supreme Court in the Case No. 910/1162/19⁵.

Regarding the practice of using mobile applications Viber, Skype, WhatsApp (Urkevych, 2024) as a means of information exchange, the Supreme Court in its resolutions of 04/17/2020 in case No. 905/2319/17, of 03/25/2020 in case No. 570/1369/17, of 07/13/2020 in case No. 753/10840/19, of 11/27/2019 in case No. 1540/3778/18 concluded that correspondence in Viber, Skype and other messengers, including voice messages and others, is proper electronic evidence in court cases. In Resolution of the Supreme Court in the Case No. 910/5408/⁶ dated 03.08.2022 states that the concepts of electronic document and electronic evidence are not identical, the latter is much broader, and includes any information in digital form that is relevant for the consideration of the case, including messages sent by email or other means of electronic communication.

Investigating the issue of concluding a contract between the parties in electronic form, the Supreme Court, as part of the panel of judges of the Second Judicial Chamber of the Civil Court of Cassation, on June 14, 2022, in Resolution of the Supreme Court in the Case No. 757/40395/20 (No. 61-16059cb21)⁷ concludes that an offer to conclude an electronic contract (offer) and acceptance of the offer (acceptance) can be made by sending a commercial electronic message via information and telecommunications systems, while the person must be identified in such a system. It further notes that an electronic contract concluded by exchanging electronic messages and signed is considered to be equivalent in legal consequences to a contract concluded in writing, where each copy of the electronic document must contain a signature superimposed on it.

At the same time, in another case regarding the identification of a person, the Supreme Court, as part of the panel of judges of the Administrative Court of Cassation, on February 9, 2023 according to the Resolution of the Supreme Court in the Case No. 404/502/18 (No. 61-8449cb19)⁸ notes that the loan agreements of 24.07.2018 No. 18421, of 28.08.2018 No. 24380, of

¹ Resolution of the Supreme Court in the Case No. 212/10457/21. (2023, December). Retrieved from <http://iPLEX.com.ua/doc.php?regnum=115376851&red=100003be6a2690566aa4caad699eaf2bb8d955&d=5>.

² Law of Ukraine No. 675-VIII "On Electronic Commerce". (2015, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19#Text>.

³ Resolution of the Supreme Court in the Case No. 922/788/19. (2019, December). Retrieved from <https://verdictum.ligazakon.net/document/86717260>.

⁴ Resolution of the Supreme Court in the Case No. 910/1162/19. (2020, March). Retrieved from <https://zakononline.com.ua/court-decisions/show/88244984>.

⁵ Resolution of the Supreme Court in the Case No. 904/2882/18. (2019, June). Retrieved from <https://zakononline.com.ua/court-decisions/show/82426143>.

⁶ Resolution of the Supreme Court in the Case No. 910/5408/21. (2022, August). Retrieved from <https://verdictum.ligazakon.net/document/106078971>.

⁷ Resolution of the Supreme Court in the Case No. 757/40395/20 (No. 61-16059cb21). (2022, July). Retrieved from <http://iPLEX.com.ua/doc.php?regnum=104769406&red=100003cd55c0c29bae642f5d32e0af4864dd00&d=5>.

⁸ Resolution of the Supreme Court in the Case No. 404/502/18 (No. 61-8449cb19). (2020, March). Retrieved from <https://zakononline.com.ua/court-decisions/show/88401593>.

08.09.2018 No. 26487, of 12.10.2018 No. 31949, of 26.11.2018 No. 40258, signed by borrowers using a one-time identifier password, i.e. the conclusion of transactions between the parties is confirmed by proper and admissible evidence. In this case, receiving a letter to the e-mail address and/or SMS message, without logging into the company's website using the personal account login and personal account password, loan agreements between borrowers and the lender would not have been concluded. Similar conclusions were expressed by the Supreme Court in its resolutions of 23.03.2020 in Resolution of the Supreme Court in the Case No. 404/502/18 (No. 61-8449cb19)¹; of 09.09.2020 in Resolution of the Supreme Court in the Case No. 732/670/19 (No. 61-7203cb20)²; of 12.01.2021 in Resolution of the Supreme Court in the Case No. 524/5556/19 (No. 61-16243cb20)³, of 28.04.2021 in Resolution of the Supreme Court in the Case No. 234/7160/20 (No. 61-2903cb21)⁴, of 10.06.2021 in Resolution of the Supreme Court in the Case No. 234/7159/20 (No. 61-18967cb20)⁵, of 18.06.2021 in Resolution of the Supreme Court in the Case No. 234/8079/20 (No. 61-2904cb21)⁶.

Regarding the use of online platforms, it should first be noted that their use is carried out through the relevant mobile applications (Uber, Uklon, Bolt, Glovo, Raketa etc.), while the management of technical platforms is provided by relevant legal companies. In case No. 761/35866/19, Shevchenkivskiy District Court of Kyiv on September 15, 2021 concluded that individuals conclude a contract for the provision of services by adhering to the standard Terms and Conditions governing access to and use of the GLOVO platform, namely with the company Glovoapp23,S.L., which is the owner of property rights to the GLOVO technological platform, and develops and supports the GLOVO technological platform, and is a non-resident of Ukraine, while LLC "Glovoapp Ukraine", which is the representative of GLOVO, is only its subsidiary. Darnytskyi District Court of Kyiv in its decision of February 15, 2021 in case No. 753/8140/20 noted that the provision of transportation services using the Uber application becomes possible through the conclusion of a partnership agreement with UBER

(Shumylo, 2022). In summary, the modern development of contract law is focused on the integration of electronic evidence into judicial practice, which is due to the rapid development of digital technologies and changes in procedural legislation. The use of such evidence as correspondence in messengers and electronic documents is becoming a common phenomenon in court cases, creating new opportunities for assessing facts and resolving legal disputes. One example is the use of online platforms such as GLOVO and Uber to conclude contracts for the provision of services by adhering to standard terms and conditions governing access to and use of these platforms. However, the owners of such platforms are non-residents of Ukraine, which creates a situation of dual application of legislation – both Ukrainian and international. This issue becomes important for understanding the legal regulation of such agreements and their implementation in Ukraine. As clean technologies continue to attract the modern world, it remains important to increase initiatives in the formation of new legal positions, carefully assessed with regard to the use of a particular type of technology in contractual relations.

IMPACT OF EUROPEAN STANDARDS ON NATIONAL LEGISLATION IN THE FIELD OF CONTRACT LAW

The European Union has already implemented numerous successful practices of using technology, which become the basis for changes in national legal systems. An example is the use of smart contracts in Germany for concluding real estate transactions, which significantly simplifies processes and reduces costs, as well as the use of electronic platforms in Sweden to ensure consumer protection in accordance with a European directive. These examples highlight the role of technology in transforming legal practices and indicate the importance of integrating European standards into national legislation, which allows adapting to new challenges, in particular in the digital sphere.

Implementation of European standards in contract law, such as Directive 2000/31/UE of the European

¹ Resolution of the Supreme Court in the Case No. 404/502/18 (No. 61-8449cb19). (2020, March). Retrieved from <https://zakononline.com.ua/court-decisions/show/88401593>.

² Resolution of the Supreme Court in the Case No. 732/670/19 (No. 61-7203cb20). (2021, January). Retrieved from <https://verdictum.ligazakon.net/document/91519911>.

³ Resolution of the Supreme Court in the Case No. 524/5556/19 (No. 61-16243cb20). (2021, January). Retrieved from <https://verdictum.ligazakon.net/document/94102130>.

⁴ Resolution of the Supreme Court in the Case No. 234/7160/20 (No. 61-2903cb21). (2021, April). Retrieved from <https://ips.ligazakon.net/document/C018375>.

⁵ Resolution of the Supreme Court in the Case No. 234/7159/20 (No. 61-18967cb20). (2021, June). Retrieved from <http://iplex.com.ua/doc.php?regnum=97771534&red=100003c0efe064c9567783cbf872aa8b7f77b0&d=5>.

⁶ Resolution of the Supreme Court in the Case No. 234/8079/20 (No. 61-2904cb21). (2021, June). Retrieved from <https://ips.ligazakon.net/document/C024848>.

Parliament and Council¹, Directive 98/6/UE of the European Parliament and Council² and Regulation (UE) 2016/679 of the European Parliament and Council³, has a significant impact on the development of legal regulation in Ukraine. They establish important principles relating to the protection of the rights of the parties in contractual relations, and also define the requirements for electronic contracts, which, in turn, creates a legal basis for modern business models based on technology. Such integration of European norms allows Ukraine to adapt its legislation to the new realities of globalisation and digitalisation, and also ensures the legal force of electronic contracts, improving mechanisms for protecting consumer rights and contributing to the development of the market.

However, an important aspect is not only the introduction of changes to the regulatory framework, but also the effective implementation of European standards into national practice. The difference in legal approaches, cultural and economic characteristics require Ukraine to make significant efforts to ensure the real implementation of these norms. Therefore, the integration of European standards requires not only the adaptation of the regulatory framework, but also the formation of an appropriate infrastructure for their effective application in practice. For example, the application of new technologies, such as contract lifecycle management (CLM) systems, is becoming an important stage in the development of legal regulation and is associated with the formation of a strategic approach to “managing the entire customer journey, from the first point of contact to retention and renewal” (Karr, n.d.)

However, despite the significant potential of these technologies, their implementation often faces challenges such as long transformation times and high failure rates. This highlights the need for not only technological solutions but also organisational culture changes to ensure the successful use of these tools. Therefore, while CLM technologies can help improve contract management, their effective implementation requires a comprehensive approach that includes both technological and legal aspects.

Also important in the context of the implementation of European standards is the need to take into account

the trends that are outlined with the introduction of new technologies. Researchers (DSA, 2022) noted that the Rules regulating the activities of Internet intermediaries were first introduced in the American The Communications Decency Act⁴, later adapted in articles 12-15 Directive 2000/31/UE of the European Parliament and Council⁵ on e-commerce, and became the basis for the development of national regulations, in particular Law of Ukraine No. 675-VIII⁶.

In addition, in the context of consumer protection, the European Parliament approved the Law on Artificial Intelligence, which pays special attention to the prohibition of the use of certain aspects of technologies, such as biometric identification and emotion recognition. This indicates a growing attention to the protection of privacy and personal data in the digital environment. Ukraine is also gradually adapting its legislation to European standards in the field of consumer protection, although there are still some gaps in the regulation of aspects such as representative actions and other innovations introduced as part of recent changes to European legislation. Continuing, it is worth noting that the adaptation of Ukrainian legislation to European standards in the field of contract law and consumer protection is a key factor in ensuring effective legal regulation in the context of digitalisation. In particular, the implementation of standards such as the E-Commerce Directive and the GDPR allows creating a favorable legal environment for the development of new technologies, in particular smart contracts and contract lifecycle management (CLM) systems. However, to achieve real results, it is necessary to take into account not only legislative changes, but also the practical implementation of these norms into the national legal system, taking into account the specifics of domestic legal and cultural features. Moreover, the Ukraine 2023 Report (European Commission, 2023) notes Ukraine’s successes in digital transformation, which is important for Ukraine’s competitiveness and preparation for the requirements of the EU internal market and the implementation of a deep and comprehensive free trade area.

In conclusion, the integration of European standards into Ukrainian legislation is an important step in

¹ Directive 2000/31/UE of the European Parliament and Council “On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market” (“E-Commerce Directive”). (2000, July). Retrieved from https://zakon.rada.gov.ua/laws/show/994_224#Text.

² Directive 98/6/UE of the European Parliament and Council “On the Protection of Consumers in the Context of the Indication of Prices of Products Offered to Consumers”. (1998, February). Retrieved from https://zakon.rada.gov.ua/laws/show/984_004-98#Text.

³ Regulation (UE) 2016/679 of the European Parliament and Council “On the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/UE. (General Data Protection Regulation)”. (2016, April). Retrieved from https://zakon.rada.gov.ua/laws/show/984_008-16#Text.

⁴ The Communications Decency Act. (1997, March). Retrieved from https://www.ipmall.info/sites/default/files/hosted_resources/crs/96-321.pdf.

⁵ Directive 2000/31/UE of the European Parliament and Council “On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market” (“E-Commerce Directive”). (2000, July). Retrieved from https://zakon.rada.gov.ua/laws/show/994_224#Text.

⁶ Law of Ukraine No. 675-VIII “On Electronic Commerce”. (2015, September). Retrieved from <https://zakon.rada.gov.ua/laws/show/675-19#Text>.

creating legal conditions for the development of digital technologies and ensuring consumer protection. However, for the successful implementation of this integration, it is necessary not only to adapt the regulatory framework, but also to actively work on the effective implementation of these standards into practice, which requires a comprehensive approach and careful preparation of the legal infrastructure.

CONCLUSIONS

In summary, several key observations can be made regarding the development of contractual relations in the context of modern economic and legal challenges. First, the growing importance of digital technologies in the economy and business processes contributes to the emergence of new legal issues, in particular in the field of contract law. One of the main ones is the legal regulation of electronic contracts and their enforcement. Most business transactions increasingly take place in a digital environment, which poses the need for the legal system to adapt its rules to new conditions and requirements. The issues that arise include the use of electronic signatures, new mechanisms for authentication and data protection, as well as the development of new rules for resolving disputes in a virtual environment. Increasing the speed and convenience of concluding contracts online provides significant benefits, but also creates new risks, such as fraud, improper performance of contract terms or threats to cybersecurity.

Secondly, an important factor is the growing importance of business platformisation, when companies and consumers interact through digital platforms. This shifts the focus of traditional contractual relationships, as platforms blur the lines between producers and consumers, eliminating intermediaries. This can reduce costs and make businesses more scalable, but at the same time

there is a need to adapt traditional contract law rules to new types of agreements, such as contracts for the provision of services through digital platforms. This requires increased attention to consumer protection, as the absence of intermediaries makes it difficult to resolve disputes.

In addition, an important factor in the development of Ukrainian contract law is integration with international legal standards, in particular in the context of European integration. Ukrainian contract law is adapting to the requirements of the international economy under the influence of European practices. This process is important in connection with globalisation and the development of international financial and trade platforms. Contract law must ensure legal stability at the national level and meet the requirements of the global business environment.

Therefore, the successful implementation of digital technologies requires a comprehensive approach, including changes in legislation, the development of professional competencies and the adaptation of the legal environment to new challenges of the digital age. For the effective implementation of these norms, it is necessary not only to update the regulatory framework, but also to ensure proper legal practice that takes into account new technological capabilities. The practical application of the latest technologies requires lawyers not only to possess modern knowledge in the field of digital law, but also to be able to adapt to new market requirements, which will contribute to the development of legal practice and an increase in the level of legal security in Ukraine.

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CONFLICT OF INTEREST

None.

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Сучасні технології та європейські стандарти: їх вплив на українське договірне право

Анотація. Актуальність дослідження обумовлена необхідністю адаптації розвитку договірного права України до нових реалій цифровізації та глобалізації, що виникають у процесі впровадження новітніх технологій, та подальшої інтеграції з міжнародними правовими нормами. Мета дослідження полягала в аналізі впливу сучасних технологій та європейських стандартів на розвиток договірних правовідносин в Україні, та виявлені основних тенденцій трансформації українського договірного права в умовах інтеграції цифрових технологій. Методологія дослідження базувалась на комплексному підході, який включає в себе кілька основних методів, а саме: методи аналізу та синтезу, системно-структурний, формально-логічний та метод правової герменевтики. Такий підхід дозволив всебічно дослідити вплив сучасних технологій на розвиток договірного права України на основі рішень Верховного Суду, нововведень у законодавстві України та Європейського Союзу, яке є багатограним і включає численні правові акти та норми. В статті розглянуто інноваційні тенденції законодавства та судової практики в контексті розвитку договірних правовідносин. Підкреслено, що інновації в договірних правовідносинах створюють нові можливості для розвитку української договірного права, та вимагають комплексного підходу до регулювання договірних правовідносин, що зумовлює потребу у видозміні підходу до їх регулювання, що напряму залежить від виду технологій, яка застосувалась (штучний інтелект, блокчейн, онлайн-платформа тощо). При цьому, пріоритетом стає застосування більш гнучких механізмів тлумачення договору, що є важливим для забезпечення дотримання правової визначеності щодо цілі та мети договору. Підсумовано, що успішна імплементація цифрових технологій в розвиток договірних правовідносин потребує комплексного підходу, та включає зміни в законодавстві, розвиток професійних компетентностей і адаптацію правничого середовища до нових викликів цифрової епохи. Для ефективної реалізації цих норм необхідно не лише оновлення нормативно-правової бази, а й забезпечення належної юридичної практики, що враховує нові технологічні можливості. Результати дослідження можуть бути використані у сфері розбудови договірного права, а також для застосування у правозастосовчій практиці

Ключові слова: договірні правовідносини, цифрова трансформація, електронні та цифрові дані, управління контрактами, захист персональних даних