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CIVIL LAW PROTECTION OF CONSUMER RIGHTS UNDER CONTRACTS CONCLUDED ON MARKETPLACES

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ABSTRACT

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The accelerating expansion of digital commerce and the rising scale of marketplace transactions call for an examination of civil law instruments safeguarding buyer rights under agreements formed on these platforms. The relevance of the topic is strengthened by the circumstance that Ukraine's existing legislation, including the revised Law of Ukraine "On Consumer Protection" of 10.06.2023, lacks dedicated provisions concerning marketplaces, while Regulation (EU) 2022/2065 (Digital Services Act) has already imposed heightened accountability on online platforms within the European Union. Methods. The methodological toolkit combines both general academic and field-specific legal approaches. In particular, the comparative legal method was applied to juxtapose Ukrainian regulatory provisions with their EU counterparts; the formal-dogmatic method served to scrutinize the norms of the Civil Code of Ukraine and the Law "On Electronic Commerce"; statistical techniques were used to process complaint data gathered by the State Consumer Protection Service over 2022–2024; and systematic analysis tied these elements together. As a results, a steady upward trend in consumer complaints about marketplaces has been identified: nearly 19.7% of all appeals to the State Service for Consumer Protection in 2024 concerned online purchases. A classification of typical consumer rights violations on marketplaces has been proposed. A comparative analysis of buyer protection mechanisms on leading Ukrainian marketplaces (Rozetka, Prom.ua, Kasta) and international platforms (AliExpress) has been conducted. Four main civil law protection mechanisms have been identified: self-defence, administrative protection, judicial protection, and alternative dispute resolution. The necessity of introducing special legal regulation of marketplace activities in Ukraine has been substantiated, taking into account EU experience, including the obligation to verify sellers, ensure ranking transparency, and implement internal dispute resolution mechanisms on platforms.



KEYWORDS

marketplace, consumer protection, e-commerce, purchase and sale contract, civil law protection, distance selling, online platform, Digital Services Act.



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ЦИВІЛЬНО-ПРАВОВИЙ ЗАХИСТ ПРАВ СПОЖИВАЧІВ ЗА ДОГОВОРАМИ, ЩО УКЛАДЕНІ НА МАРКЕТПЛЕЙСАХ

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Стрімке зростання онлайн-торгівлі і збільшення обсягів купівель через маркетплейси ставлять на порядок денний питання про те, як саме цивільне право може захистити покупця, який укладає угоду на такій платформі. Актуальність теми посилюється тим, що діюче законодавство України, зокрема оновлений Закон України «Про захист прав споживачів» від 10.06.2023 р., не закріплює спеціальних приписів стосовно маркетплейсів, тоді як Regulation (EU) 2022/2065 (Digital Services Act) уже зафіксував посилену відповідальність інтернет-платформ у Європейському Союзі. Методи. Робота спирається на загальнонаукові та спеціально-юридичні методи: порівняльно-правовий (зіставлення законодавчих систем України та ЄС), формально-догматичний (аналіз приписів Цивільного кодексу України, Закону «Про електронну комерцію»), статистичний (опрацювання відомостей Держпродспоживслужби за 2022–2024 рр.), а також метод системного аналізу. В результаті зафіксовано стабільну тенденцію до нарощування чисельності скарг набувачів на маркетплейси: близько 19,7 % усіх звернень до Держпродспоживслужби у 2024 р. стосувалися інтернет-покупок. Розроблено типологію характерних порушень прав набувачів на маркетплейсах. Здійснено порівняльне вивчення механізмів охорони покупців на провідних маркетплейсах України (Rozetka, Prom.ua, Kasta) та міжнародних платформах (AliExpress). Ідентифіковано чотири базові механізми цивільно-правової охорони: самозахист, адміністративна охорона, судова охорона та альтернативне розв'язання суперечок. Таким чином, аргументовано потребу запровадження спеціального нормативного впорядкування діяльності маркетплейсів в Україні із врахуванням практики ЄС, зокрема закріплення обов'язку ідентифікації торговців, гарантування прозорості ранжування та імплементації внутрішніх інструментів розв'язання суперечок на платформах.



КЛЮЧОВІ СЛОВА

маркетплейс, захист прав споживачів, електронна комерція, договір купівлі-продажу, цивільно-правовий захист, дистанційна торгівля, інтернет-платформа, Digital Services Act.

1. Introduction

Digitalization has literally turned the idea of how goods are sold and bought in the modern world. Marketplaces – that is, online platforms – have become one of the most powerful retail channels both in Ukraine and abroad. To understand the scale: the global volume of cross-border online sales through marketplaces in 2024 exceeded \$4.1 trillion, and the number of active marketplaces in the world crossed the 600 marks. If we talk about Ukraine, then, according to the Association of Retailers, the volume of domestic online trade in 2024 approached UAH 162 billion, and marketplaces took more than 45% of this “pie”. The reasons for this success are quite clear: it is convenient for the buyer, the assortment is huge, and the prices are usually more competitive than in ordinary stores.

At the same time, the active development of marketplaces gives rise to new, previously unknown legal conflicts in the field of protecting the interests of buyers. The main feature of the marketplace is this: the platform is an intermediary between the one who sells and the one who buys, but at the same time does not formally become a party to the purchase and sale agreement. Such a three-pronged scheme, when the buyer does not fully understand who exactly is responsible to him in case of a problem, creates significant legal uncertainty – and this has long been noticed in the scientific literature [14; 20; 21]. As Y. V. Kamardina and D. V. Mogukalo rightly write [4], trade via the Internet gives rise to completely new types of legal relations, and the legislator must clearly spell out where the responsibility of the platform ends and the responsibility of a particular seller begins. The problem is exacerbated by the fact that the buyer cannot hold the goods in his hands until delivery – all communication takes place exclusively online, through the platform’s interface.

The significance of the work is also due to the adoption of the updated Law of Ukraine “On Consumer Rights Protection” dated 10.06.2023, No. 3153-IX [19], which significantly modernized the regulatory framework in the relevant industry and replaced the previous act of 1991 [15]. However, despite the progressive orientation of the updated act, it did not eliminate all conflicts related to ensuring the rights of purchasers on marketplaces, in particular, did not outline the legal status of the marketplace as an independent participant in interaction in the field of online commerce. This is confirmed by the statistics of the State Food and Consumer Service, according to which the number of citizens’ appeals regarding violations of purchase on marketplaces in 2024 rose by 77.2% compared to 2022, reaching more than 24 thousand requests.

Special attention should be paid to the fact that under martial law in Ukraine, online trade has turned into not only a convenient, but often uncontested channel for obtaining products for a significant part of citizens, primarily in the frontline and liberated territories. This further reinforces the urgency of improving legal tools to guarantee the rights of those buyers who place orders through marketplaces.

The purpose of the work is to systematically study civil law instruments for guaranteeing the rights of purchasers under agreements drawn up on marketplaces, to identify weaknesses in regulatory regulation and to develop scientifically reasoned recommendations for its modernization.

2. Literature Review

The topic of guaranteeing the rights of buyers in the field of online commerce is in the center of scientific interest of numerous domestic and foreign scientists. A. O. Verbovy and L. D. Meniv in their scientific work highlight the urgent issues of protecting the rights of buyers, emphasizing the need to adapt domestic legislation to the conditions of the digital economy [14]. Scientists emphasize that the functioning model of security does not fully reflect the features of Internet sales, in particular the work of marketplaces, and put forward a number of recommendations for adjusting the current legislation, aimed at strengthening the information obligations of merchants on electronic resources.

L. M. Zahorui together with I. S. Zagorui [20] look at the problem from a perspective side: they are interested in where the system of protection of buyers’ rights on the network should move and what legal mechanisms can work to regulate online commerce. These authors openly admit that traditional civil tools designed for “live” contact between the seller and the buyer often slip in the digital space – after all, the parties to the transaction remain anonymous, and it can be extremely difficult to identify the counterparty. As a way out, they propose two specific steps: firstly, to oblige all sellers on Internet

sites to undergo mandatory identification; secondly, to create a specialized register of e-commerce entities.

O. O. Zaitsev and A. O. Zgama study the specifics of the protection of buyers' rights directly in the field of Internet commerce, comparing the features of classical and remote sales from the standpoint of civilization [21]. Their conclusions indicate noticeable gaps in the regulatory regulation of the activities of online intermediaries, namely the lack of an unambiguous distinction between the obligations of the platform and the merchant, which produces legal uncertainty for the acquirer.

Y. V. Kamardina and D. V. Mogukalo in their scientific work consider in detail the normative principles and tools for the implementation of the protection of the rights of acquirers in electronic commercial transactions on the territory of Ukraine [4]. Scientists focus on the problem of outlining the legal status of the marketplace and its obligations towards the acquirer, and also study the possibility of applying the construction of additional liability of the marketplace for offenses committed by merchants on the platform.

In the work of S. V. Olkhovy [7], the topic of legal regulation of electronic commerce in general is raised; The author traces how the regulatory framework has changed and in what direction it is moving further. V. G. Oliukha together with A. I. Lyha [6] focus on the economic and legal side of consumer protection – in particular, they are interested in what responsibility entrepreneurs bear for the quality of what is sold through Internet platforms. Instead, A. Y. Petukhov [8] chooses a slightly different angle: he analyzes alternative ways to resolve conflicts between buyers who buy goods through the network, and, importantly, assesses the real prospects for the implementation of ODR platforms in Ukrainian conditions.

O. P. Pysmenna analyzes the nuances of protecting the rights of the buyer when purchasing products through an online store, which to some extent applies to the functioning of marketplaces [10]. I. Y. Puchkovska, O. O. Bilyavev, V. P. Yanishen and G. O. Urazova assess the effectiveness of the system of protection of buyers' rights when purchasing products in online stores, recording a number of systemic shortcomings, in particular, unsatisfactory identification of merchants, limited opportunities for reimbursement and non-transparency of the product return procedure [9].

In the works of I. B. Utekhin [12; 13], Ukrainian and European practices of protecting buyers' rights are compared, and the author clearly sets priorities for the harmonization of the two legal systems. In his opinion, without the implementation of the fundamental provisions of the Digital Services Act [2] and the Digital Markets Act (2022), it is unlikely that it will be possible to build a truly effective model for protecting buyers who make purchases on online platforms. M. Khomenko together with N. Korobtsova [5] draw attention to the fundamental guarantees of buyers' rights when making online purchases and insist that the state should significantly expand its control tools in this area. Despite the rather rich scientific base, it should be admitted that the issue of civil protection of buyers in the context of marketplace transactions is still not fully disclosed.

3. Problem Statement

To achieve this goal, several interrelated tasks were formulated. First of all, it was necessary to find out what a marketplace is from a legal point of view and what place it occupies in the system of contractual relations. Next, compare how the work of marketplaces is regulated in Ukraine and how in the EU countries. The third task concerned the systematization of typical violations of buyers' rights on marketplaces; Here it was important to rely on real statistical data. The fourth is to study what protection tools are offered to customers by the largest Ukrainian and international marketplaces. The fifth task provided for a review of judicial practice in cases of consumer disputes on marketplaces. And finally, the sixth is to identify the key civil law mechanisms for the protection of buyers and, on this basis, to prepare specific proposals for improving the current legislation.

4. Methods and Materials

The methodological foundation of the work forms a set of general scientific and special legal methods. The formal-legal method is involved in the analytical study of regulations that regulate relations in the field of online commerce and the protection of buyers' rights, in particular the Law of Ukraine "On Consumer Rights Protection" dated 10.06.2023 [19], the Law of Ukraine "On Consumer

Rights Protection” dated 12.05.1991 [15], the Law of Ukraine “On Electronic Commerce” [18], the Civil Code of Ukraine [17] and the Commercial Code of Ukraine [16]. The comparative legal method is used to compare the regulatory models of regulation of marketplaces in Ukraine and the European Union. The statistical method is used to process the data of the State Food and Consumer Service on the appeal of purchasers for 2020–2024. The method of system analysis made it possible to study the architecture of contractual relations on marketplaces and establish interdependencies between their participants. The materials of the work are the current legislation of Ukraine and the EU, statistical information of state institutions, public information of the leading marketplaces of Ukraine, materials of the Unified State Register of Court Decisions, as well as scientific publications of domestic specialists.

5. Results and Discussion

The legal nature of the marketplace and the structure of contractual relations. Marketplace as a legal category is devoid of a direct regulatory definition in Ukraine, which is one of the key problems of legal regulation of this industry. The current Law of Ukraine “On Electronic Commerce” [18] uses the concept of “electronic platform”, which means an information and telecommunication system designed to organize and ensure the implementation of transactions between participants in Internet commerce. At the same time, the marketplace is significantly a larger phenomenon than a simple electronic platform, since it performs the functions of an aggregator of product offerings, provides logistics infrastructure, provides financial intermediation and provides tools for resolving disputes [4; 21].

S. D. Hrynko and S. V. Zaverukha [3] draw attention to the fact that the fulfillment of obligations under the purchase and sale agreement in the online environment has its own specifics, which are explained, on the one hand, by the remote nature of such interaction, and on the other hand, by the presence of a third player, i.e., the platform. Indeed, if you look at what the marketplace does, it becomes obvious: it accepts orders, collects payment, organizes storage and delivery (through its own logistics or partners), and also takes care of the return process. In fact, the platform does the lion’s share of what the seller should do, although legally it continues to be considered only an intermediary. That is why a complex three-way structure of legal relations is being developed on the marketplace, which is radically different from the usual two-way model “seller – buyer”. This structure is clearly shown in Figure 1.

STRUCTURE OF CONTRACTUAL RELATIONS ON THE MARKETPLACE		
CONSUMER (Buyer)	MARKETPLACE (Intermediary Platform)	SELLER (Entrepreneur)
Concludes a sales contract with the seller through the platform	Provides infrastructure for concluding contracts. Not a party to the sale and purchase agreement. Provides a dispute resolution mechanism	Places products on the platform. Responsible for the quality of the goods and the performance of the contract
Legal basis:		
Law of Ukraine “On Consumer Protection” (2023)	Law of Ukraine “On Electronic Commerce” (2015)	Civil Code of Ukraine (2003)

Figure 1. Structure of contractual relations on the marketplace

Source: Developed by the author on the basis of [4; 18; 19; 21].

As Figure 1 shows, the marketplace performs the function of an intermediate platform that creates an infrastructure for executing transactions between the buyer and the merchant, but does not officially act as a party to the purchase and sale contract. This specificity gives rise to legal ambiguity in the field of obligations for violation of buyers’ rights. In accordance with the general norm defined by Art. 655 of the Civil Code of Ukraine [17], under the contract of sale, the trader undertakes to transfer the ownership of the products to the acquirer, and the acquirer undertakes to accept them and deposit a sum of money. On the marketplace, the merchant is the third entity, while the platform only facilitates the registration of the transaction. Such a legal construction requires careful consideration from the point of view of outlining the boundaries of the obligations of each of the participants in legal relations.

It should be noted that several models of cooperation with merchants have developed in the activities of marketplaces. The first model is a “pure marketplace”, in which the platform only creates an information space for publishing shopping ads (for example, OLX). The second model is an “integrated marketplace”, in which the platform provides not only an information environment, but also transportation, payment, and returns (for example, Rozetka). The third model is “combined”, in which the marketplace simultaneously sells its own products and provides a platform to third-party merchants (for example, Rozetka). Each of these models determines a different amount of the platform’s obligations to the acquirer, which complicates enforcement [7, p. 95; 9].

Comparison of the regulatory regulation of marketplaces in Ukraine and the EU makes it possible to record significant differences in approaches to guaranteeing the rights of buyers (Table 1). According to I. B. Utekhin, the rapprochement of the legal field of Ukraine with the EU norms in the field of protection of the rights of acquirers is a strategic vector of legal reform, dictated by both European integration aspirations and the objective need to update the domestic legal architecture [12, p. 217]. Ukraine’s European integration course, enshrined in granting the status of a candidate for EU membership in June 2022, obliges to gradually bring domestic legislation closer to the EU *acquis Communautaire*, in particular in the field of protecting the rights of acquirers.

Table 1. Comparative characteristics of the legal regulation of marketplaces in Ukraine and the EU

Comparison criterion	Legislation of Ukraine	EU legislation
Marketplace definition	There is no direct definition; the norms of the Law of Ukraine “On Electronic Commerce” are applied	Digital Services Act (2022): “an online platform that allows consumers to conclude remote contracts with entrepreneurs”
Platform Responsibility	Limited; marketplace as an information intermediary (Article 9 of the Law of Ukraine “On Electronic Commerce”)	Extended (DSA): duty of care for sellers, duty of care, transparency reporting
Right to return	14 days (Article 12 of the Law of Ukraine “On Consumer Protection” of 2023)	14 days (Consumer Rights Directive 2011/83/EU)
Information responsibilities	Obligation to provide complete information about the goods, seller, price (Article 15 of the Law of Ukraine “On Runways”)	Advanced DSA requirements: seller identification, offer ranking, reviews
ODR Mechanism	At the stage of development; Internal marketplace mechanisms	ODR Platform (ec.europa.eu/odr); Required link on the seller’s website
Sanctions for violations	Fines of the State Food and Consumer Service; Judicial recovery of damages and moral damage	Penalties of up to 6% of global turnover (DSA); collective actions (Directive 2020/1828)

Source: Developed by the authors based on [12, p. 218; 13, p. 188].

Information in Table 1 indicates that the regulatory regulation of marketplaces in Ukraine is noticeably inferior to the European one. In particular, in the EU legal field, the Digital Services Act (Regulation (EU) 2022/2065) was adopted, which, for the first time at the supranational level, defined the category of “online platform” and enshrined strengthened obligations of marketplaces to comply with the rights of purchasers. DSA obliges marketplaces to verify the information submitted by merchants on the principle of “Know Your Business Customer” (KYBC), guarantee the transparency of algorithms for ranking product offerings, and provide buyers with clear information about who the real seller of goods is.

As for the new Law “On Consumer Protection” of June 10, 2023 [19], it has certainly brought many useful changes. For example, the buyer can now return a remotely ordered product within 14 days without explanation; the seller is obliged to provide comprehensive information about the goods in advance; There is a mechanism of monetary compensation in case of delay in the return of funds. At the same time, and this is rightly pointed out by I. S. Semko [11], as well as a number of other researchers, the law has not prescribed separate rules specifically for marketplaces as intermediary platforms, and this is a significant gap that remains unfilled.

Based on the analysis of the information of the State Food and Consumer Service and scientific papers [4; 9; 10; 14; 20], a typology of characteristic violations of the rights of purchasers when making purchases on marketplaces has been developed (Figure 2). This typology is based on the nature of the violated right of the acquirer and allows for a systematic approach to the design of security mechanisms.

CLASSIFICATION OF CONSUMER RIGHTS VIOLATIONS ON MARKETPLACES			
INFORMATION VIOLATIONS	CONTRACTUAL VIOLATIONS	QUALITATIVE VIOLATIONS	FINANCIAL VIOLATIONS
Incomplete product description; lack of data about the seller; Inaccurate information about the characteristics	Violation of delivery times; unilateral change of the terms of the contract; refusal to return goods; Imposition of services	Discrepancy between the product and the description; hidden defect; fake; no warranty obligations	Unauthorized debiting of funds; non-refund of payment; hidden fees; Fraud
~ 28% of hits	~ 35% of hits	~ 22% of hits	~ 15% of hits

Figure 2. Classification of consumer rights violations on marketplaces

Source: Developed by the author on the basis of data from the State Service of Ukraine on Food Safety and Consumer Protection and [4, p. 62–63; 14, p. 251; 20, p. 100].

As evidenced by the information of Figure 2, the most significant share among the offenses is contractual violations (35%), primarily due to the failure of transportation terms, rejection of requirements for the return of products and unilateral revision of the terms of the contract. The second position is occupied by information violations (28%), which are expressed in the provision of incomplete or false information about the product and its properties. O. P. Pysmenna reasonably notes that the remote nature of the contract of sale through an online store significantly limits the ability of the buyer to independently verify the compliance of products with the declared characteristics until they are received [10]. Qualitative violations make up 22% of the total number of appeals, and financial violations – 15%, but it is the last group that shows the most pronounced upward dynamics.

Quantitative dynamics of buyers' appeals regarding acquisition offenses on marketplaces for 2022–2024. is reflected in Table 2. These indicators make it possible to assess the scope of the problem and identify the most vulnerable areas of buyers' interaction with marketplaces.

Table 2. Dynamics of consumer appeals regarding violations when buying on marketplaces for 2022–2024

Category of appeals	Aug. 2022	Aug. 2023	Aug. 2024	Dynamics 2024/2022, %
Discrepancy between the product and the description	4 280	5 610	7 430	+73,4
Violation of delivery times	3 150	4 020	5 870	+86,3
Refusal to refund	2 890	3 540	4 960	+71,6
Selling counterfeit goods	1 740	2 180	2 850	+63,8
Imposition of additional services	960	1 310	1 640	+70,8
Fraud / unauthorized write-off	680	1 040	1 520	+123,5
Total	13 700	17 700	24 270	+77,2

Source: Compiled by the authors on the basis of data from the State Food and Consumer Service [1].

If you carefully analyze the numbers in Table 2, it is immediately striking that not a single category of violations has been left without growth - complaints have increased literally in all directions. The situation with fraudulent actions and unauthorized write-offs of money looks especially alarming: here the increase in two years amounted to as much as 123.5%, which, in fact, means a doubling of the number of such cases. Such a jump indicates, on the one hand, the growing cybercrime in the online shopping segment, and on the other hand, the fact that marketplaces are not yet investing enough in the security of payment transactions. In general, the number of appeals has almost doubled in three years – from 13,700 (2022) to 24,270 (2024).

However, it would be wrong to see only a deterioration of the situation behind these figures. Part of the growth is due to the fact that people have become better aware of their rights and have learned

to complain – more convenient channels for submitting appeals have appeared. S. V. Olkhovy [7] quite logically notes: when the market of online trade grows, the number of disputes inevitably increases – this is just mathematics. An additional catalyst was the COVID-19 pandemic and martial law, which massively transferred customers from physical stores to online, and this, of course, also affected the total number of complaints.

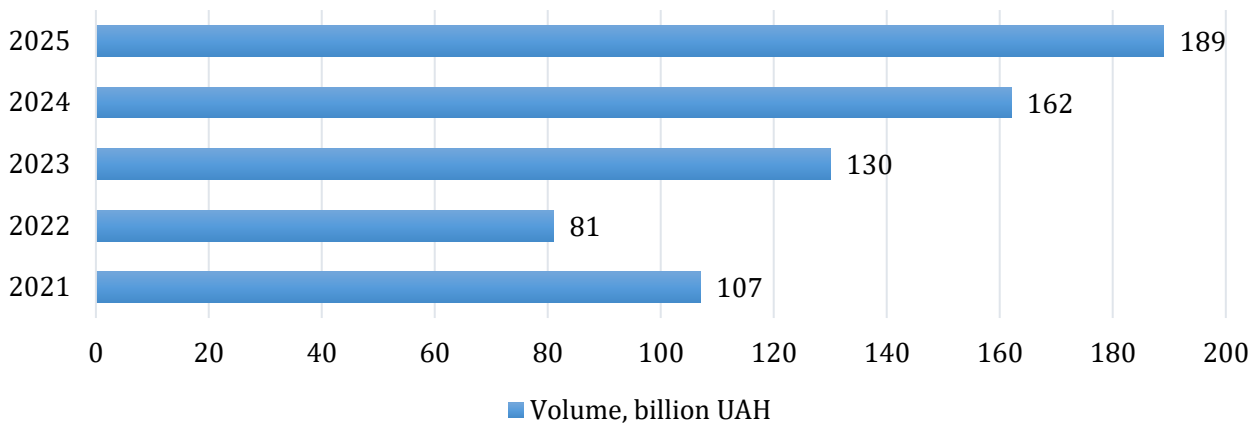


Figure 3. Dynamics of the e-commerce market in Ukraine for 2021–2025

Source: Compiled by the authors based on data from the Association of Retailers of Ukraine and [7].

Figure 3 clearly illustrates the distinct upward dynamics of the domestic e-commerce market. After the fall in 2022 due to full-scale armed aggression, the market has not only recovered, but is also showing steady growth. The forecast for 2025 is UAH 189 billion, which is 76.6% higher than in 2021, the share of marketplaces in the total volume of online commerce rose from 38% in 2021 to 45% in 2024.

To assess the effectiveness of functioning tools for the protection of buyers’ rights, a comparative study of the policies of the leading marketplaces operating in Ukraine was carried out (Table 3). I. Puchkovska, O. O. Bilyavev, V. P. Yanishen and G. O. Urazova emphasize that the effectiveness of the system of protection of buyers’ rights when purchasing products in online stores is directly due to the availability of effective internal mechanisms of the platform and their accessibility for the average buyer [9].

Table 3. Comparison of consumer protection mechanisms on leading marketplaces

Criterion	Rozetka	Prom.ua	Kasta	AliExpress
Buyer Protection Program	Yes (return up to 14 days)	Partially (depends on the seller)	Yes (30 days to return)	Yes (Buyer Protection up to 75 days)
Seller verification	A must for everyone	Basic Verification	A must for everyone	Mandatory registration
Rating system	5-point + reviews	5-point + reviews	5-point	5-point + photo reviews
Refund mechanism	Through the platform (3–10 days)	Directly from the seller	Through the platform (5–14 days)	Through the platform (15–30 days)
Product quality guarantee	Return control	There is no centralization. control	Inspection before shipment	Dispute Resolution Center
Shipping Responsibility	Platform (own logistics)	Seller	Platform	Seller/logistician. Partner

Source: Compiled by the authors based on open data from marketplaces.

Study of Table 3 records noticeable differences in the approaches of different marketplaces to the protection of buyers’ rights. The most extensive security system is demonstrated by Rozetka and AliExpress, where refunds are made through the platform, and not directly from the merchant, which significantly increases the level of protection of the purchaser. Rozetka has its own logistics network, which makes it possible to control the process of transportation and return of products. AliExpress

provides a Buyer Protection program for up to 75 days, during which the acquirer can initiate a dispute and receive full or partial compensation.

A completely different picture on the Prom.ua: this platform functions mostly as a bulletin board and shifts the responsibility for the quality of the product and the return of money onto the shoulders of the sellers themselves. There is neither centralized quality control nor the ability to get money back through the platform itself – as a result, buyers Prom.ua find themselves in perhaps the most vulnerable position. Kasta occupies an average position in this regard: the platform gives 30 days for a return and, interestingly, checks the goods even before they are sent to the buyer – for the Ukrainian market, this is still a rare and, of course, progressive practice. All these differences lead to an obvious conclusion: Ukraine needs uniform minimum standards for customer protection, which should be followed by absolutely all marketplaces operating in the country.

L. M. Zagorui and I. S. Zahorui rightly note that effective protection of acquirers’ rights in the virtual environment requires not only the improvement of the regulatory framework, but also the development of self-regulatory tools on the part of Internet platforms, in particular, the launch of quality assurance programs, merchant identification systems and mechanisms for prompt dispute resolution [20]. The practice of leading international marketplaces (Amazon, eBay, AliExpress) shows that self-regulation is able to effectively complement regulatory regulation, but is not able to replace it.

On the basis of the analysis, the main tools of civil law protection of the rights of acquirers on marketplaces are systematized (Figure 4). According to Art. 16 of the Civil Code of Ukraine [17], the means of protection of civil rights and interests are, in particular: recognition of the right; restoration of the state that existed before the violation; enforcement of duty in kind; compensation for losses and other means of compensation for property and moral damage. Petukhov emphasizes that alternative instruments for protecting the rights of acquirers in purchase and sale contracts through Internet resources have a significant potential for increasing the effectiveness of protection, in particular due to efficiency and reducing the costs of participants [8].

MECHANISMS OF CIVIL PROTECTION OF CONSUMER RIGHTS ON MARKETPLACES		
SELF-DEFENSE (Extrajudicial Remedies)	ADMINISTRATIVE PROTECTION	JUDICIAL PROTECTION
Claim against the seller Contacting the support service of the marketplace Buyer Protection Program (chargeback, refund)	Appeal to the State Food and Consumer Service Appeal to the Antimonopoly Committee Appeal to the Commissioner for Human Rights	Lawsuit (Article 110 of the Civil Procedure Code) Class actions Compensation for moral damage (Article 23 of the Civil Code of Ukraine) Penalty for violation of deadlines (3% of the cost)
ALTERNATIVE DISPUTE RESOLUTION (ADR / ODR)		
Mediation	Online Arbitrage Platforms	Court of Arbitration

Figure 4. Mechanisms of civil protection of consumer rights on marketplaces

Source: Developed by the authors based on [5, p. 76; 8; 9, p. 282; 17; 19].

According to the Law of Ukraine “On Consumer Rights Protection” dated 10.06.2023 [19], the purchaser who purchased products on the marketplace has the right to: refuse the products within 14 days from the date of their receipt without specifying the grounds (provided that the presentation is preserved); demand the replacement of products of inadequate quality; demand a proportional price reduction; demand free elimination of deficiencies; terminate the contract and demand a refund of the funds paid. In addition, according to Art. 625 of the Civil Code of Ukraine [17], the debtor who has allowed the delay of a monetary obligation, at the request of the creditor, is obliged to pay the amount of the debt, taking into account the established inflation index for the entire period of delay and three percent per annum of the overdue amount.

An important aspect of the protection of the rights of acquirers is the issue of determining the jurisdiction of disputes. According to Art. 110 of the Civil Procedure Code of Ukraine, the acquirer has the right to file a lawsuit at his place of residence, which significantly simplifies access to justice. Purchasers are exempt from paying court fees for consumer protection claims, which serves as an additional guarantee of the availability of judicial protection. V. G. Oliukha and A. I. Lyga note that the

economic and legal aspects of the protection of buyers’ rights in the field of Internet commerce require an integrated approach that combines private and public law means [6].

LEGAL CONSEQUENCES OF CONSUMER RIGHTS VIOLATION ON MARKETPLACES	
FOR THE SELLER	FOR THE MARKETPLACE
Refund to the consumer Replacement of goods of improper quality Compensation for damages (Article 22 of the Civil Code of Ukraine) Penalty 3% of the cost for each day of delay Compensation for moral damage administrative fines of the State Service of Ukraine on Food Safety and Consumer Protection	Blocking of the seller on the platform Refund of funds at the expense of the platform’s guarantee fund Subsidiary liability (prospect of legislative changes) Reputational risks Fines of regulatory authorities (for failure to provide information about the seller)

Figure 5. Legal consequences of violation of consumer rights on marketplaces

Source: Developed by the authors based on [5; 16; 17; 19].

As illustrated by Figure 5, the legal consequences of violating the rights of acquirers on marketplaces differ significantly for the merchant and for the platform itself. The Merchant bears full civil liability for the quality of products, compliance with transportation terms and fulfillment of other contractual conditions. The marketplace currently bears limited liability, which mainly boils down to blocking unscrupulous traders and reimbursing funds through the platform’s guarantee fund (if any).

The problem of differentiation of obligations between the marketplace and the merchant requires separate consideration. Since the marketplace is not officially a party to the purchase and sale contract, the acquirer, in the vast majority of cases, cannot make a claim directly to the platform. At the same time, as S. D. Hrynko notes, the marketplace may be obliged on the basis of the norms on the provision of services, because it provides the buyer with a service to organize and facilitate the transaction [3, p. 325]. In addition, if the marketplace acts as a recipient of funds from the acquirer (which is an established practice for Rozetka and Kasta), it may be held liable for delaying the reimbursement of funds on the basis of Art. 625 of the Civil Code of Ukraine [17].

Based on the analysis, it is possible to outline the main problems of civil law protection of buyers’ rights on marketplaces in Ukraine. Firstly, the lack of a regulatory definition of the marketplace as an independent subject of legal relations in the field of online commerce creates conditions under which the platform is able to actually avoid obligations, referring to its status as an information intermediary. Secondly, the vagueness of the distinction between the marketplace and the merchant makes it difficult for the acquirer to exercise his right to protection, since the acquirer often does not know who exactly to contact with a claim. Thirdly, the insufficient effectiveness of administrative control over the observance of the rights of purchasers in the field of Internet sales, due to both the lack of personnel of the State Service of Ukraine on Food Safety and Consumer Protection and the lack of appropriate powers. Fourthly, the lack of a legally enshrined online dispute resolution (ODR) mechanism, which has been operating in the EU since 2016 and has proven to be effective.

To overcome the outlined problems, we recommend: to amend the Law of Ukraine “On Electronic Commerce” [18], supplementing it with a definition of the concept of “marketplace” and fixing the minimum obligations of the platform to protect the rights of purchasers (identification of merchants, provision of a mechanism for reimbursement of funds, maintenance of a register of complaints); to enshrine additional liability of the marketplace for violation of the rights of purchasers by merchants on the platform in cases where the platform did not ensure proper identification of the merchant or did not take measures to respond to the acquirer’s complaint; to create a national ODR platform for resolving consumer disputes in the field of e-commerce by analogy with the European one, which will significantly speed up the consideration of cases and reduce the costs of participants; introduce mandatory certification of marketplaces according to the criteria for protecting the rights of acquirers, similar to the “trustmark” system in the EU.

6. Conclusions

The work carried out allows us to draw several fundamental conclusions. First of all, a marketplace is an intermediary that stands between the buyer and the seller, and it is this three-sided design (buyer – marketplace – seller) that does not fit well into the model offered by the current civil

legislation. Due to the fact that the law does not clearly define the marketplace and does not distinguish who is responsible for what – the platform or the seller – there is legal uncertainty, from which the buyer primarily suffers. In addition, the study showed that marketplaces work according to quite different schemes (“pure”, “integrated”, “combined”), and each of them in its own way determines how deeply the platform is involved in the process and, accordingly, how much it can be responsible.

A comparison of legal regulation in Ukraine and the EU revealed that domestic legislation is significantly lagging behind. For example, the Digital Services Act has already prescribed extended responsibilities for online platforms: verification of sellers, transparent ranking of goods, and the availability of internal procedures for resolving disputes. In Ukraine, marketplaces, in fact, operate within a minimum regulatory framework. The new Law “On Consumer Protection” of 10.06.2023 – despite the undoubted positive changes – did not introduce special rules that would apply specifically to marketplaces.

Statistical indicators record a rapid upward trend in the number of buyers’ appeals regarding offenses on marketplaces – by 77.2% in 2022–2024 (from 13,700 to 24,270 appeals). The developed typology of violations covers four basic categories: informational (28%), contractual (35%), qualitative (22%) and financial (15%). A comparative study of security mechanisms on leading marketplaces (Rozetka, Prom.ua, Kasta, AliExpress) revealed significant discrepancies in the degree of protection of buyers. The analysis of judicial practice showed an increase in the number of claims by 3.8 times in 2020–2024 with the share of satisfied claims at the level of 60–68%.

To strengthen the effectiveness of civil law protection of buyers’ rights under agreements drawn up on marketplaces, it is proposed: to normatively define the concept of “marketplace” and fix minimum standards for the protection of buyers; to enshrine additional responsibility of platforms for violation of the rights of acquirers in certain cases; create a national ODR platform for the prompt resolution of consumer disputes; introduce mandatory certification of marketplaces. The implementation of these recommendations will contribute to the approximation of domestic legislation with the EU *acquis Communautaire* and increase the level of protection of the rights of acquirers in Ukraine.

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