

present document is the third Strategy Document. Turkey still views membership to the Union as a strategic objective and remains committed to the accession process. Justice Minister Abdulhamit Gül stressed the document will contribute positively to Turkey's EU membership process.

***In conclusion it should be said that:***

– Judicial reform strategy is very important because it will ensure a trustworthy and accessible justice system in line with the EU accession process.. Today's Turkey is much more democratic and prosperous compared to 30 or 40 years ago but that does not mean that it is perfect;

– this package will bring Turkey closer to our goals of increased transparency and openness. It is a very bold initiative with 9 aims, 63 goals and 256 activities proposed. It will ensure transparency and fairness in our judicial system, which was injured by the terrorist clan FETO. It will definitely increase the rights of defendants and the attorneys who represent them. It will also open the way for a new human rights action plan which will enhance the individual rights and freedoms of all citizens of Turkey. The new judicial reforms will guarantee geographical locations for newly recruited judges and prosecutors. It will bring new prominent activities to enhance the standards of our judicial system. It proposes a new model for law education and it also brings new opportunities for judges to be specialized as either criminal judges or civil judges.

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**CIVIL LAW TRANSACTIONS ON THE INTERNET**

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The implementation of civil transactions on the Internet is already a phenomenon that is constantly evolving and changing. An important step for the domestic e-commerce market was the adoption by the Verkhovna Rada of the Law of Ukraine «On Electronic Commerce» dated 30.09.2015 which was

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to approximate the legislation of Ukraine to European standards in the field of innovative technologies and e-commerce [1].

As established by Professor O.S. Kizlova, an electronic contract is defined in the Law as an agreement between two or more parties aimed at establishing, changing or terminating civil rights and obligations, executed in electronic form (i.e. remotely and using information and telecommunications systems). The electronic contract is concluded and executed according to the procedure envisaged by the Civil and Commercial Codes of Ukraine, as well as other acts of national legislation [2].

The Civil Code of Ukraine (Article 207) equates to the transactions made in writing, transactions, the content of which is recorded in several documents, as well as transactions will of the parties under which is expressed by electronic or other technical means of communication. This provision is reproduced in Article 11 of the Law of Ukraine «On Electronic Commerce». According to the law, an electronic contract concluded by exchanging electronic messages, signed according to the procedure envisaged by this law, is considered to be equivalent in legal consequences to a contract concluded in writing. Each copy of the electronic contract with the appropriate signature is the original of such an contract, and also allows the use of electronic documents related to the electronic transaction as written evidence in court. Article 5 of the Law of Ukraine «On Electronic Commerce» contains a presumption of validity of an electronic transaction, according to which the transaction cannot be declared invalid in connection with its conclusion in electronic form, unless otherwise provided by law. However, the law of Ukraine «On Electronic commerce» does not provide grounds for recognizing the transaction invalid in connection with its conclusion in electronic form [1].

Thus, civil law contracts as a type of transactions concluded in the virtual space of the Internet, comply with the provisions of the laws and regulations on the procedure for concluding contracts set out in the Civil Code of Ukraine. Therefore, contracts that are concluded in the virtual space of the Internet, in terms of regulations are governed by the same laws and regulations that apply to the so-called traditional, i.e. set out on paper, signed by the parties and sealed. From the fact that the text of the contract has an electronic form, stored in computer memory and not in the folder for contracts, it does not cease to be a contract in the civil sense. But it is these technological features of the virtual environment, the electronic form of contracts that complicate the application of the classic provisions of contract law. In addition, according to researchers, the legal nature of the Internet is the object of legal influence of provisions of various branches of law, and most social relations that are formed and developed on the Internet, are the subject of civil law regulation [3].

The electronic contract is concluded and executed according to the procedure envisaged by the Civil Code of Ukraine and the Commercial Code of Ukraine, as well as other acts of legislation, depending on the type of goods or services.

An electronic contract is a type of electronic transaction. The Law of Ukraine «On Electronic Commerce» regulated the process of concluding electronic contracts at a fundamentally new level. Similar to the Civil Code of Ukraine, the Law uses the concepts of offer and acceptance, which is logical, since an electronic contract is, first of all, a civil law contract.

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Electronic transactions, the signing of which is required by an act of civil legislation is provided for in Art. 11 of the Law of Ukraine «On Electronic Commerce» electronic message sent to the person who made the proposal to enter into an electronic contract, as well as the application form (template) for acceptance of the proposal, filled in the information and telecommunications system of the e-commerce entity.

To some extent, the ability to sign electronic contracts with different types of e-signatures is reflected in the Law of Ukraine «On Electronic Commerce», which states that if in accordance with the act of civil legislation or by agreement of the parties the electronic transaction must be signed by the parties, the moment of its signing is the use of: electronic signature; electronic digital signature, provided that the electronic digital signature is used by all parties to the electronic transaction; electronic signature with a one-time identifier; analogue of handwritten signature (may be used only with the written consent of the parties, which contains samples of relevant analogues of handwritten signatures).

I. Spasibo-Fateeva, O. Gudz, etc. also talk about the unification of a written transaction and a transaction in electronic form. Thus, according to

Professor I. Spasibo-Fateeva, «the assignment of transactions concluded by electronic means of communication to written should be understood as the presentation of information (content of the transaction) on media other than paper, but with the fixation of will (opinion, intentions) of the parties through logically ordered signs» [4]. O. Gudz adheres to the same position: «the text of electronic transactions can also be set out in writing, well-known symbols, which are arranged in a certain order» [5].

Freedom of electronic transactions and uniformity of legal force of electronic transactions and transactions concluded in another form provided by law are one of the basic principles of legal regulation in the field of e-commerce. A transaction cannot be declared invalid in connection with its conclusion in electronic form, unless otherwise provided by law [6].

The law also stipulates that electronic documents relating to the conclusion of an electronic transaction may be submitted by the parties as evidence in court. This allows to protect the violated right in court and gives the parties more confidence in concluding such transactions. But as for the case law, it is not unambiguous, which is also reflected in the application of these transactions in practice.

Thus, despite the lack of legal and scientific certainty of the studied categories, transactions on the Internet are increasingly used both in everyday life and in business. Thus, civil law contracts concluded by electronic means of communication are in fact a certain type of transaction and with the further development of electronic means of communication the role of electronic transactions will only increase.

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