

Practical Issues of Buyers' Rights Regulation: Comparison of Normative Acts in Ukraine and the European Union*

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Abstract

In the fast-growing digital era, new possibilities raise safety concerns never before considered: from the misuse of personal data through messages you receive personally and media occupations that are most unseen, all the way to algorithmic manipulation that affects both our digital behavior and how attractive we find design. This represents a shift in the consumer landscape, when legal clarity and enforcement methods developed for standard consumer goods no longer work best. This brought far-reaching changes in the consumer protection landscape, including changes of regulation and law. The text makes a comparative study of consumer protection laws in both the EU and Ukraine. Through integrative review and comparative analysis, this article sought to explore the major elements and characteristics of consumer protection legislation in either the EU or Ukrainian settings. It was shown that in the digital environment of consumer experience, new challenges have replaced traditional ones: for example, in this case, the industry should be regulated. The article proposes integrating the agile methodology into the civil law context and advancing consumer protection. From this integration, we can expect that EU consumer protection laws will be less fragmented and make it easier to enforce them; a preemptive governance of issues on the horizon is essential for our survival. Here, Ukraine's consumer protection legislation will approach EU standards in some measure.

Keywords: Consumer Protection Legislation; EU Directives; Ukrainian Legislation Harmonization; Agile Legislation; Legtech, Invalidity; Types of Invalidity.

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A. INTRODUCTION

Consumer protection, whether in the course of law or of fact, is emphasizing itself with scientific and industrial advance. That's because manufacturers are getting more productive and efficient in producing a good or service. Customer perceptions are impacted by efforts to achieve these objectives, directly and indirectly. As consumer protection problems are so complex and free trade is fast approaching, we need to find some answers regarding how best to protect the interests of consumers. Everyone eventually begins to use goods or services individually, or collectively. This case indicates that consumers are under threat from multiple fronts and need equal legal protection. Only stronger assumptions that hold more generally than on the set produced can supersede them. Consumer protection includes situations weaker everywhere than fitness of producers, which will be always useful and should be studied in more detail.

Consumer protection has yet to be discussed in general consultations, but the EU's goal is to attain a high level of consumer protection. And Article 3(3) of the Treaty on European Union (further – TEU) states a desire by the EU to have a highly competitive social market economy. This objective is implicit, rather than explicitly described. Weatherill (2016) suggests the supplementary goals mentioned in Article 3(3) TEU might influence consumer security by having the potential to coincide with those of safeguarding the environment and ensuring that people are not excluded from society.

The aim of protecting consumers is very well expressed in Articles 12, 114(3) and 169(1) Treaty on the Functioning of the European Union (further – TFEU). Article 38 of the EU Charter of Fundamental Rights (further – CFR) states that Union policy is to protect consumers quite well. In its Article 12 TFEU, Common Framework for Strategic Values (further – CFSV) states that Common Policy (further – CP) may be combined with other EU policies and programs. The other papers establish the legal framework for convergence (or approximation) with the laws of the MSs, enabling the achievement of a high CP level. Under Article 4(2) TFEU, competence in the field of consumer safety law and policy is shared between the EU, on the one hand, and its member states, on the other.

But in member countries that are recent joiners of the EU, CP aligns with standard EU directives prioritizing strong digital and green transitions, better legal guarantees (2+ years), right to repair, fight against unfair digital practices like “dark patterns.” Lately, the changes have mainly been about harmonized notices for guarantees and new rules for AI/influencer marketing. These regulations are enforced by powerful national-level agencies with assistance

from the EU. We expect national implementations and specific local market subtleties to reflect the principle that consumers should, and businesses cannot. This is the case even though the rules of basic EU law continue to apply. Table 1 summarizes what will be the main EU consumer security pillars for the new Member States.

Table 1.

The core EU consumer protection pillars applicable to new member countries

Pillar			Details
Digital and Transition	Green		Helping consumers shop sustainably, new guidance on durability warranties and green claims (notice to be required from September 2026).
Right to Repair			Customers may use an online repair platform, request a repair for technical repairing items, find out about repairs, and extend the guarantee of repaired items by 12 months.
Digital (upcoming)	Fairness	Act	Combating "Dark Patterns" in e-commerce, dark designs and exploitative personalization within online marketplaces.
General Regulation (GPSR)	Product Safety		Heightened safety thresholds for all EU consumer products (after December 2024).
Digital Content	Services and		Building on the Digital Content Directive, rights to faulty digital content and services.
Representative Actions			Collective redress for damages suffered by EU-wide breaches of the law.

Source: Markou (2019), Kaukab (2025)

Ukraine's accession to the EU, evidently, implies deep harmonization of civil law in the field of CP with EU law, which involves implementation of EU directives, strengthening contractual protection mechanisms (especially for consumer contracts), the development of out-of-court dispute resolution methods, and the unification of sellers' liability so that consumers have adequate and powerful means of protection, as in the EU, based on the principles of proportionality and fairness in civil law relations. In this context, a highly relevant scientific task is a comparative analysis of legal aspects of consumer protection in civil law in Ukraine and the EU from a comparative perspective and in search of ways to enhance the legislation approximation process.

Literature Review

Legal studies focused on legal matters and obstacles in CR protection within the context of international trade and the field of global business – as one of essential field – is CP legislations. The use of standard clauses in shipping

service, the influence of fairness character in consumer contract to validity of contract and issues & solutions related with CP law in global market environment among others enter into the range of objects' notification (Judijanto, 2024; Santoso, 2021; Ahmed, 2025).

Additionally, studies reviewed specific problems and policies dealing with consumer protection laws (Lelyk et al., 2022; Melnyk et al., 2022). Many findings discuss the importance of broad-based legal regulation in addressing the dynamics and intricacies implicated by cross-border business transactions, offering an insight into how CP law is evolving to meet challenges associated with international trade¹ and the digital economy (Arianti & Prastyanti, 2025).

Wilhelmsson and Howells' (2019) work, for instance, has a special focus on the role and policy of consumer law as element in government toolkits and methods in this area. The authors introduce key academic writing on each of a variety of instruments and problems in consumer law.

Andersen (2021) studies court shoulders and the Consumer Complaints Board's decisions in Danish law, referring to other Scandinavian laws and EU case law, to establish consumer protection under both written and unwritten law. Drawing on general principles of interpretation and dogmatic rules as well as national legislation transposing Article 5 of Directive 93/13/EEC on unfair terms in consumer contracts, an analysis is made concerning the protection of consumers under Scandinavian contract law. As it is affective to the application of Scandinavian contract law, we find a so-called wider general overriding invalidity clause in section 36 of the Contracts Act of each country. The analysis comprises, in addition, a consideration of interpretation as a legal source in Scandinavian contractual law, and an overview will be given of the Danish consumer arbitration system. The author suggests that the underlying legal basis when applying consumer contracts for both the courts and the Consumer Complaints Boards "framed" by (traditional) general principles of interpretation in contract law, serves as an addition to written law with regard to consumer protection. Thus, there is reason to believe that the general principles of interpretation and legal basis (the non-mandatory laws and conventions) of Nordic contract law have led to a stronger protection of consumers.

According to the study by Tarczyński and Flaga-Gieruszyła (2022), the Polish retail power market is unique and soundly influenced by EU legislation. The primary characteristic of this market is that individual final consumers (referred to by the legislator as "household customers") who obtain the status of consumers under Polish law are given particular legal protection. The study's main goal is to examine the civil law safeguards for these power users, not just

the quantitative and subjective features of this market. The authors contend that the unusual Polish combination of administrative, legal, and civil procedural elements, with more than 30 years of operation and development, satisfies the requirements of an effective protective tool. Meanwhile, certain areas exist where the legislator has demonstrated inconsistency in the regulations, creating legal gaps that must be filled by applying general administrative law structures. By their very nature, civil procedural protective tools are closer to the idea of defending the rights of the customer as a weaker entity in respect to other professional participants of the energy market, and this approach undermines their efficacy. This does not, however, alter the favorable evaluation of the Polish model of safeguarding the collective interests of final household consumers, which could serve as a model for nations that are currently developing their legal protection strategies for final household consumers, including vulnerable consumers who are weaker players in the retail electricity market.

Ukrainian scholars have shown interest in consumer legal relations at various stages of the civil law science development (Law of Ukraine, 1991). In particular, Yanovitska (2021) examines civil law means for consumer protection in Ukraine in her dissertation. The author presents a comprehensive analysis of the state of scientific developments and law enforcement practices in the field of consumer relations regulation. The work also analyzes, in a comparative aspect, the provisions of current legislation in the field of consumer relations regulation and its adaptation to EU law.

Burlaka (2022) analyzes state mechanisms for protecting the rights and legitimate interests of consumers under martial law in Ukraine. The author emphasizes the expediency of the following steps: supplementing legislation in the field of consumer relations with a provision granting the State Food and Consumer Service the right to apply to Internet service providers to restrict access to websites of business entities that use unfair business practices and violate consumer protection legislation; exempting businesses from the obligation to create an exchange fund for goods; introducing the provision of documents confirming warranty obligations by businesses in electronic form. It is claimed that in the context of the current war in Ukraine, one of the main priorities for the formation of Ukraine's innovative economy is consumer orientation and ensuring consumer safety and protection.

Another Ukrainian author, Taldonova (2023), substantiates the importance of market participants' rights, ensuring, in particular, consumers, as one of the leading factors of a market economy in a society based on democratic order, and

establishes the need to form a domestic legislative and regulatory consumer base, including in the digital sphere, that would be in line with EU practice.

Okuniev (2017) pays special attention to the institution of invalidity of legal acts and transactions as one of the key mechanisms for protecting consumer rights, which is confirmed by its cross-sectoral nature and universality of application. Invalidity in consumer legal relations has not only private law, but also public law significance, since it is aimed at restoring the balance of interests and preventing abuse by the economically stronger party. The author claims that European consumer law demonstrates a consistent trend towards collective and preventive protection, in particular through the concepts of unfair contract terms and automatic (*ex lege*) invalidity of certain provisions. In Ukrainian law, such approaches are only being formed and do not have sufficient regulatory support, which reduces the level of protection effectiveness. Moreover, according to the later publication of Okuniev (2024), the invalidation of a legal act or its individual provisions should be considered not only as a reactive, but also as a preventive means of protecting consumer rights, aimed at eliminating defects in legal regulation and restoring legal certainty. Further harmonization of Ukrainian legislation with EU law in the field of consumer protection requires rethinking the role of invalidity, in particular by expanding the cases of automatic invalidity of unfair terms and strengthening the imperativeness of consumer norms.

According to Prytulska and Antiushko (2025), putting the enacted Law's provisions into practice will help Ukraine's consumer protection system become more efficient and in line with EU law (Law of Ukraine, 2023). An analysis of the new provisions in the Law of Ukraine "On Consumer Rights Protection" indicates that the country's consumer protection procedure should be improved by harmonizing with sophisticated EU laws and practices (Prawira & Soemartono, 2024). The main innovations of the law were determined to be the addition of the terminological base, the establishment of minimum warranty periods for the use of used products, the right of consumers to free visits to the sanitary facilities in trade establishments, and the requirement that trade organizations adapt to the needs of representatives of low-mobility groups and people with disabilities. It also means that the e-Buyer Portal will be used in the e-commerce industry with an automated system of verified sellers, that it will be illegal to send intrusive commercial messages, that the process of reviewing consumer appeals will be enhanced, including through out-of-court dispute resolution, and that there will be more consequences for breaking set rules.

Meanwhile, the EU legislative efforts and especially practical aspects of CP law implementation itself faces a range of challenges (Namysłowska, 2025).

After performing a Digital Fairness Check to determine if the EU's existing consumer protection legislation is adequate to deal with problems that are enabled by new technologies and growing levels of online behavior monitoring (Coslin & Kaddoum, 2024) the European Commission (further – EC) issued a factual report on October 4, 2024. This exhaustive paper details online behaviors that are likely to be at the heart of the Digital Fairness Act, a proposed regulation from the EC that hopes to modernize European online consumer protection laws. Problems raised in the report include: (i) dark patterns, including interface designs which can distort user decision-making and rights expectations, (ii) addictive design, including features designed to abuse users to keep using a certain platform or service, such as gambling-like mechanics; (iii) systemic targeting of personal content which exploits users' cognitive or psychological vulnerabilities; (iv) friction when trying to cancel digital subscriptions and services, making it too costly (financially or timewise) for individuals to switch suppliers easily; and (v) problematic commercial practices among social media influencers.

This fragmentation of the entitlements associated with these rights under national law in EU Member States (primarily regulated through Directives, including the Consumer Rights Directive and the Unfair Commercial Practices Directive), is another issue addressed by the report. With a view to creating fair competition in the EU internal market, we suspect that the likely form of action under this act would involve harmonization of applicable regulation.

Interestingly, some EU member states already had (failed) experiences of trying to deal with some of these issues at a national level using legislation (i.e., recent French legislation on online influencers creating obligations for online platforms). But following the bill's passage, former European Commissioner Thierry Breton wrote a scathing letter to France, claiming that it violated EU laws, specifically the DSA, e-Commerce Directive, and Single Market Transparency Directive.

The EC's report suggests that the Digital Fairness Act is likely to go for a big bang, thus creating yet another layer of regulation in what is already a heavily regulated sector, which has seen quite some legislative initiatives lately (notably the P2B Regulation, DSA, DMA, Data Act and General Product Safety Regulation among others). These recent cases illustrate the importance of beginning early and watching for new developments in compliance efforts, as managing this area becomes more complex given all the various laws.

A seeming inconsistency at the core of EU consumer legislation is highlighted by De Miguel Asensio (2024). The concept of a consumer is at odds

with both EU Private International Law (PIL) and substantive consumer law regulations. In each sector, the CJEU has built differently. The Court adopts a relatively broad definition of the consumer for substantive consumer law, which theoretically includes contracts made for both private and commercial purposes. Only in situations where the commercial goal outweighs the private one is consumer protection excluded (see, for example, the Unfair Terms Directive CJEU Case C-570/21 I.S. and K.S. v. YYY. S.A., para. 53). In contrast, the CJEU defines “consumer” far more strictly in the context of PIL. According to CJEU Case C-464/01 Gruber v. Bay Wa, para. 39, the Brussels I Regulation’s particular measures for consumer protection must be construed narrowly and, in theory, do not apply in cases of dual usage. Otherwise, it would only apply in cases where there was “so slight as to be marginal” connection between the contract and the individual’s trade or profession. Because of these differences, a contract may be considered a professional or commercial contract for PIL purposes and a consumer contract for substantive law purposes. Pedro de Miguel is concerned that this could potentially lead to certain ‘distortions’.

Lemley (2025) offers an intriguing study titled “*Protecting Consumers in a Post-Consent World*”. The author claims that privacy law is not the only area where the notice and permission paradigm is flawed. It affects almost every aspect of contemporary consumer interactions with businesses. Earlier, contract law represented an agreement between parties. Meanwhile, those days have passed. Courts were eliminating the real requirements of notice and consent at the same time as they were giving up regulatory monitoring in favor of the freedom to enter into contracts with consent and notice. Consequently, the notion of a contract as a deal has been replaced with the completely unrelated notion that regular consumer behavior somehow implies automatic consent to terms of service posted on a website. Although that may be the case, Lemley (2025) asserts that notice and consent have not failed because people don’t care about their privacy. Since it enforces the notice and consent paradigm while enabling businesses to guarantee that customers received neither notice nor consent, it has failed.

Fassiaux (2023) discusses another crucial subject, the meaningfulness of which is continuously growing due to the quick development of AI and its use in customer service, sales, and marketing. The author highlights that European Union (EU) consumer and data protection law has prioritized the preservation of human autonomy, which is fundamental to liberal society. AI is being used more and more by professionals in consumer marketplaces to mold customer preferences and behavior. By examining three distinct commercial practices - dark patterns in user interfaces, behavioral advertising, and

personalization through recommender systems - this research focuses on the long-term AI effects on consumer autonomy. It investigates whether and to what degree EU regulation mitigates the long-term dangers to consumer autonomy associated with the use of AI in markets. It concludes that while new EU regulations do offer innovations to safeguard consumer autonomy in this situation, they do not provide adequate accounting for the long-term effects of professional autonomy capture.

Nevertheless, despite the fact that more and more researchers in Ukraine and the EU seem to be focusing on the current challenges as well as prospects for improving consumer protection legislation, it is unusual for such studies to adopt a multidisciplinary stance and interweave legal information with social and technological aspects. This results in a clear research gap, especially having regard to the evolution of AI technologies and the adequate advancement of marketing and sales strategies (and tactics) which have an important impact on consumer behavior and should certainly be considered when dealing with CP at two grounds of civil law.

B. METHODS

The detailed scrutiny of the problem addressed in this monograph is carried out with reference to research techniques based on those common in social and legal science. The methodology used in the study is a combination of legal and comparative methods. For the investigation of the subject in question, it is appropriate to refer to dogmatic and legal analysis on certain lessons, such as popular among Germanists' 43 (lectures with" exercises) vs. unpopular lessons or exercises; second language & interlanguage 263 comparative law studies also enter into consideration.

The wider methodological framework follows that of integrative review – a systematic approach commonly used within social and legal contexts to help aggregate these various literatures (Pereira et al., 2025). Unlike traditional literature review, the integrative review aims not only to illuminate a topic (subject) and make new sense of it (this is just like re-sensitizing challenges), but also to generate new insights (new ways of understanding or seeing things) as well as for research logic/policy.

Eligibility for the literature sample tide frame by implied-time period 2008–2025; publication type (peer-reviewed or monographic/dissertation papers and expert report); language of publications: English. The search in MDPI, ScienceDirect, ResearchGate and Direct was performed manually for the

following search language: Consumer Protection in Civil Law; A new challenge of XXI century, Consumer protection law (in Ukraine), consumer protection law EU, challenges of CP legislation, CP law in digital platforms era.

Data saturation–definitions Data saturation refers to the point in a qualitative investigation where no new themes, patterns or information is obtained from data gathering (Ahmad, 2025). The investigator has adequately explored the study issue when data saturation is achieved; otherwise, they may cease obtaining data and lose important information. This idea is considered fundamental for increasing trustworthiness and credibility of qualitative research as well as determining sample size. The method we applied to reach data saturation is the iterative sampling, grounded in grounded theory. It is an ongoing process of collecting and analyzing data until saturation is reached. We utilized the governing principle of theoretical saturation, borrowed from grounded theory, when new data ceased to contribute substantially toward inserting more constituents or enlarging the proposed theorizing.

C. RESULTS AND DISCUSSION

1. EU consumer protection pillars

EU CP in private law standardizes business-to-consumer (B2C) contract rules with an emphasis on fairness, transparency and redress while also containing very wide directives covering unfair terms, commercial practices and consumer rights (for example, a 14-day cooling off period for distance sales and minimum 2 years guarantees). It seeks to ensure the health, safety and economic interests of consumers through rules on product responsibility, information, education and collective redress, with Member States having the possibility to go beyond that level.

Due to be included in, or enacted pursuant to, core EU legislation (key directives) are the following:

- UCTD: protects consumers from being bound by unfair contract conditions (i.a., substantial imbalance);
- aggressive, misleading or unfair marketing practices are prohibited by the Unfair Commercial Practices Directive (UCPD);
- the Consumer Rights Directive harmonizes rights, including a 14-day period for returns and pre-contract information, across the EU for online and other distance sales;

- the Digital Content Directive (further – DCD) and the Sale of Goods Directive (further – SGD) set out when guarantees, replacements or repairs should be offered to remedy defective goods, including a minimum two-year legal guarantee;
- the Representative Actions Directive will enable collective consumer redress (EU-wide class actions) for widespread abuses.

2. Ukrainian consumer protection legislation: state-of-the-art and critique

Ukrainian consumer protection is based on the Law of Ukraine “On Consumer Protection” (1991 and further amended in 2023), which governs relationships between consumers and goods sellers, including such areas of right to safety, quality, information, return/replace/purchasing price reduction procedures; and compensation for misuse/generated harm by defective products. It is complemented by the Civil and Commercial Codes, which regulate the right to repair, replacement, and return of defective goods or refund of a service that does not fulfill what was promised and guarantee access to request assistance from the State Consumer Protection Service in case of violations.

Clinging to 1991, the law “On Consumer Protection” currently in use in Ukraine is anachronistic. More specifically, it lacks rules for shaping a relationship between e-shoppers and storeholders. While the online sales of goods and services have gained a foothold in recent decades, they are entirely unregulated. In addition, the lack of a legal framework has led to several abuses and divergent interpretations in advertising and consumers access to the product information through vendors. All of this is contrary to European law, and the commitments of the country to the EU in terms of reforming consumer protection. It has taken a number of specific actions to update the previous version of the law No. 6134 in Ukraine two years earlier and as such, Ukrainian government adopted a new draft law approved by No. The key changes are that consumers rights will now be extended to obtain current product information and the law will be applied to internet transactions. This leads to the term of marketplace, which at the same time includes the online retailers. Nowadays, marketplaces need to do more than simply inform buyers about goods and a manufacturer - for example, the place where a legal entity or individual businessman is registered and their full name. The State Consumer Service requires it so that the customer complaints can be reviewed as quickly as possible. Right now, the paper does not clarify if social networks are considered to be marketplaces. The State Consumer Service would have to significantly

increase its budget and personnel in order to effectively regulate such a large consumer services market, but with the ongoing war, it is currently impossible.

As some amendments to the law should have received broad criticism from businessmen, public groups and society, legislator had to re-examine a number of changes and improve the new version. The most controversial amendment was the creation of a state register of e-purchasers. The “e-buyer” is a new tool where all information about sellers who offer goods and services in the World Wide Web can be kept. The register should be fully accessible for consumers. Start-up entrepreneurs have 10 days to provide information about themselves and their work. On registration with the service, the entrepreneur becomes a “verified seller”. E-buyer will also feature seller ratings, like those found in marketplaces, but with differences: if a vendor is already in online markets, it's the markets that are signing them up and giving their data to e-buyer. And they are the ones who will keep unscrupulous sellers from slapping the “verified” badge on their products.

Among other novelties of the amended law is Article 3 that establishes principles of consumers' protection, which should be guided in their preferences by interests of the consumers more than interests of other business entities, including geopolitical elements in drafting and implementing public policy, as well as generally accepted social and ethical standards. These laws contain a degree of control over the practice of choosing for when consumers are faced with unclear or ambiguous language in legislation and regulation. These standards are formulated in accordance with the international advanced mode of practice.

In general, Law No. 6134 is a positive development in the harmonization of Ukrainian legislation to Europe's CP area. But in Croatia, for instance, the last country to join the EU has surely more common grounds of consumer rights with EU as they have similar legislation? Consumer rights in Croatia are regulated by the Consumer Protection Act (Zakon o zaštiti potrošača), very 'clearly' amended in 2022 so that it was adapted to EU norms. It aims at digitisation, pre-contractual information and fair online practices. It sets out rights to information, safety, redress and education, and tightly enforces issues such as deceptive advertising and unfair contract terms. Among other important guarantees that hold not only for online, but also for offline purchases are regulations related to distance selling, transparent pricing, and dealing with faulty goods (defective items should be presumed faulty within six months of their purchase), as well as greater sanctions for non-compliant traders.

Especially in the course of its EU accession and membership, Croatia is actively adopting *acquis communautaire* (EU legislation) into its own law.

3. Landscape of CP legislation modernization in the EU and Ukraine

A major step in updating consumer protection for the digital age was taken with the 2022 Act implementing Directive (EU) 2019/2161 (Omnibus Directive). Relevant EU legislation integrated includes: Directive 2018/1972 (Electronic Communications Code) regarding the telecommunications sector; Directive 2019/633 on unfair trading practices in food supply chains; Older Directives, including those on unfair terms and pricing. Directive 2019/2161 (Omnibus Directive) to strengthen enforcement and modernization of consumer rules. In fact, the framework for consumer law in Croatia was also implemented with EU laws and is designed to incorporate EU standards within itself, thus ensuring uniform consumers' rights across the EU, particularly on internet and digital services. Yet, "Croatia has the weakest protection of consumer rights in the European Union" (Kaufman et al. 22). This is yet another instance of how much Ukraine has to do beyond what it does already in order to bring its legislation into conformity with the EU in the field of consumer rights.

The law of Ukraine "On Digital Content and Digital Services" is in overall compliance with Directive 2019/770/EU, but it requires clarification as correctly stressed by Valko (2024). Special attention is paid to the application of the principle of the "reasonable time" envisaged by Directive 2019/770/EU, which is lacking in Ukrainian national law. Quality criteria, consumers' right to updated content, and safety guarantees are the main elements of Ukraine's regulations on digital services. Note that implementation is an issue of adoption and integration of EU standards into national legislation; adaptation is a process in which Ukrainian laws are brought in accordance with the *acquis communautaire* developed by the EU. In other words, as also recognized by scholars, implementation is doing everything necessary to ensure that Ukrainian laws and regulations become compatible with the EU's *acquis communautaire*, once Ukraine agrees to and ratifies this set of EU laws and regulations. In the current stage of integration of Ukraine's legislation with EU norms, it can be noted that the most significant attention is given to legal relations regulated by EU directives and not treated in the current Ukrainian law. This can be accounted for by the need to adjust legislation of Ukraine ground on the *acquis communautaire* and, accordingly, 'fill in' existing gap(s) in case when national regulation is incomplete or obsolete. EU Directives, on the other hand, establish requirements

that must be met at the national level and will lead to the reform of specific sectors of Ukrainian law in accordance with EU law.

For instance, the Law of Ukraine “On Digital Content and Digital Services” is to a great extent in compliance with Directive 2019/770/EU, while it contains certain essential provisions that are not regulated or are incompletely regulated. Note especially the obligations to update in Directive 2019/770/EU on updating information provided by digital service providers to ensure that content remains fully functional and secure. This responsibility of the provider is not fully fixed in the Law of Ukraine “On Digital Content and Digital Services”. Therefore, attention is given to some parts only. The Law regulates general provisions concerning the quality of service provision, with the questions about ongoing maintenance and content refreshes not fully regulated (in terms of Directive 2019/770/EU).

Ukrainian scientists, in turn, argue that it is necessary to consider consumer rights as a theoretical and applied legal category in which the civil rights powers of the parties of consumer relations must be taken into account in combination with the object being protected (Yanovytska, 2021). The civil law protection of rights and interests of consumers is to defend the violated right through recourse to fact and law, called upon in an appropriate and approved manner by the borrowed means according to law or not contrary thereunto, with a view to putting an end to violation and rehabilitating the position of the consumer by full money refund alongside covering it from any loss whether its monetary or moral. The discretion of the technique of protection is determined by the content of the violated right and the legal effects of such violation. A mixture of different civil-law protective instruments shall be allowed, in order to ensure efficient consumer protection. Civil liability can be found under consumer protection law in 2 forms: contractual and tortious (non-contractual). The first issue is concerning breaking consumer rights within contractual relationships. The other exception is for harm due to defects in products, works, and services. Property and/or moral damage is rewarded depending on consequences.

The legal regulation of consumer relations in the consumer-oriented market is reflected in the legalization of acts by participants - entrepreneurs and their consumers. What follows, the former has a subjective civil right to be covered in case of breach by the other party of qualitative and quantitative conditions stipulated as criteria referring to proper performance of the obligation to sell things or render services or make work toward a consumer (Kossak, 2018). The subjective right of the consumer shall be protected in cases and by forms established by the Civil Code of Ukraine, if it is violated or disputed (not

recognized) (Paragraph 1, Article 15 of the Civil Code of Ukraine). The defense of civil rights and interests, which are protected by the law in legitimate actions by parties to civil relations, society and the state in response to a violation, non-recognition or contestation of the exercise of these rights; it is aimed at cessation of such violation; enforcement or recognition of civil rights; compensation for authorized persons for harm caused (Kharitonov et al., 2013).

According to Romanyuk (2010), civil rights protection is one of the most important branches of civil law; its pivotal importance in resolving problems caused by violations of these rights - issues that remain relevant in theory and in practice- determines the need for its study. It is worth mentioning the Constitution of Ukraine, the Civil Procedural Code of Ukraine and other normative legal acts. The state, local self-governing bodies and public organizations shall be directly obliged under the Law of Ukraine "On Protection of Rights of Consumers" to protect and promote protection of violated consumers rights. This insurance must be based on relevant legal precedents.

Kossak (2018) asserts that, in the context of the internationalization of commercial connections, it is necessary to harmonize the laws of various nations in the area of consumer protection, which is being done relatively successfully in the EU's member states. However, a significant discrepancy between the actual application of the subjective right to protection and the theoretical potential of preserving consumer rights is a problem shared by all national legal systems (Kossak, 2017).

Today, the EU is Ukraine's largest foreign trade partner in the world. EU institutions, bodies, and agencies exercise their powers in accordance with strategies, action plans, and programs issued by the European Commission. According to Prystuplyuk (2015), EC views CP not only as a component of the internal market but also as a separate policy that must not only be brought into compliance with the internal market but also develop legislation and coordination of cooperation independently within the realities of consumer needs and problems. Directive 2011/83/EU of October 25, 2011, serves as the foundation for consumer rights and obligations in the EU. Customers use this European treaty as a foundation, especially when it comes to their rights and responsibilities. The purpose of Directive 2011/83/EU is "to improve the functioning of the internal market by achieving a high level of consumer protection through the unification of certain provisions of Member States' legislation concerning contracts concluded between consumers and sellers" (European Union, 2011). Directive 2011/83/EU amends Directive 93/13/EEC on unfair terms in consumer contracts and Directive 1999/44/EC on certain aspects

of the sale of consumer goods and associated guarantees, and repealed Directive 85/577/EC on the protection of consumers in respect of contracts negotiated away from business premises and Directive 97/7/EC on distance marketing of consumer financial services. In essence, Directive 2011/83/EU is a document that applies to all contracts in both the goods and services markets, regardless of the manner and place of their conclusion. It also applies to contracts for the supply of water, gas, electricity, or central heating, including by public suppliers, where these goods are supplied on a contractual basis (Article 3(1)).

One should note that the sufficient system of exceptions established by Part 2 of Article 3 of the Directive applies only to service markets, and only those where consumer rights are regulated by specialized EU acts. From a substantive point of view, Directive 2011/83/EU reproduces and systematizes the provisions of the acts it amends and repeals in their entirety. Directive 2011/83/EU defines a “distance contract” as any contract for the sale of goods or the provision of services concluded between a supplier and a consumer under a distance-selling scheme operated by the supplier, who, for the purposes of the contract, uses one or more means of distance communication during the period preceding the conclusion of the contract and at the time of its conclusion.

When developing plans for the implementation of EU legislation, there is a need for a clear review of its validity, taking into account the dynamics of national legislation development. Otherwise, this will make it impossible to adapt Ukrainian legislation to EU legislation in a timely manner. As Vyshnyakov rightly pointed out back in 2008, “the existing adaptation mechanism in Ukraine is insufficient for the implementation of specific EU legislation, even its ‘basic’ and ‘framework’ provisions, as this requires measures of a ‘convergent’ nature” (Vyshnyakov, 2008). On the part of Ukraine, “convergence” will obviously mean the voluntary selective implementation of EU legislative acts and their incorporation into Ukrainian legislation. Only prior amendments to the Ukrainian Constitution, which would permit the actions of supranational EU bodies to be effective on Ukrainian territory, would make it possible for Ukraine to implement EU directives and regulations in accordance with the harmonization and unification mechanisms in force in the EU. It is obvious that in order to properly apply international acts in the consumer domain, state structures and public entities must establish an efficient legal framework.

One of the CP-related adopted EU documents is Regulation (EU) No. 2017/2394 of the European Parliament and of the Council of December 12, 2017, “On cooperation between national authorities responsible for the enforcement of consumer protection laws” (European Union, 2017). In order to guarantee

adherence to these laws, the seamless operation of the internal market, and the reinforcement of the protection of consumers' economic interests, this regulation specifies the circumstances under which competent authorities safeguarding consumer interests collaborate and coordinate their actions. Horizontal and sectoral directives comprise a large number of consumer relations directives.

Examples of horizontal directives are the General Product Safety Directive 2001/95/EC; the Indicative Prices Directive 1998/6/EC, the Consumer Sales and Associated Guarantees Directive 99/44/EC, the Misleading Advertising Directive 97/55/EC, as amended by the Comparative Advertising Directive 84/450/EEC, and the Unfair Terms in Consumer Contracts Directive 93/13/EEC.

In our opinion, the sectoral Directives are: Directive on fruit juices and certain similar products intended for human consumption 2012/12/EU, Directive on foodstuffs 2000/13/EC, Directive on medicinal products for human use 2001/83/EC, Directive on cosmetic products 76/768/EEC, Package Travel Directive 90/314/EEC, Textile Labelling Directive 96/74/EC, Measuring Instruments Directive 2004/22/EC, and Timeshare Directive 94/47/EC, and the Directive on credit agreements for consumers relating to residential immovable property 2014/17/EC.

4. Challenges and concerns

The below breakdown of legal relations is available for legal assessment of the degree to which national CP law and EU CP law complies: The legal relations governed by the EU Directives, and Ukrainian laws; Legal relations governed with the European Directives, but not as per the Ukrainian legislation; Legal relations that are partly determined by national law as opposed to EU Directives. EU directives and respective Ukrainian laws govern many legal relationships. In particular they refer to: liability for defective goods; general product safety; guarantees on new consumer goods; indication of prices for products; distance contracts, leasing and hire-purchase agreements; consumer credit, unfair terms in consumer contracts, etc.

This is the theme of product safety in EU law at a glance. In view of the fact that its provisions are applicable only in the absence of any sector (vertical) directives on safety of specific product categories present in Community legislation, this Directive is horizontal by definition. The Directive's definition of "product" as any product (including where provided in the context of service) which is intended for consumers or, under certain conditions may be used by them, including when not originally intended for such use, and whether supplied

against payment or free of charge within the confines or outside a professional-commercial activity, be it new or second-hand, irrespective if that is a purchased transaction constitutes indeed how far its scope reaches.

The Member States of the Directive 2001/95/EC also have some obligations, that is to set up competent administrative bodies for monitoring of compliance with the rule to provide only safe products on the market. They do need to have teeth, though, such as the ability to levy fines and to take dangerous products off the market. But these powers can be exercised only on evidence that the products are unsafe for consumers' health and safety. This is stipulated in article 6 of the EU Directive on general product safety EU 2001/95/EG: The safety of the products on the market in Ukraine The right to product safety (product consequences of workers) is guaranteed by Art. 14 Law of Ukraine 24 May 1991 "On Protection of Consumer's Rights". It also says that consumers "should be able to expect in normal conditions of use, storage and transport, safe products which are safe for your life, health and the environment, product which do not cause damage to their property". The law provides consumers with the right to appeal to state authorities of the constituent entities in cases where "regulatory documents, acts of regulatory legal nature containing mandatory requirements regarding products which use can cause harm for life and health of population, environment or property of citizens are absent". These institutions need to come up with a ruling that bans manufacturing and selling of these products. The lawmaker cites the need to adhere to special rules for safe use of products when they are stored, shipped or disposed. In this instance, the producer (contractor) is obliged to establish such rules and notify them to the seller or consumer. The developer of a new product has to provide the appropriate technical documentation for retrofitting and place at authority conducting examination to determine compliance with the requirements of legislation in the field of safety of life, health, property consumers and environment. The manufacturer is also endowed with certain obligations, firstly, to inform the consumer about the potential dangers arising out of use of the goods (as such information in case it is given by means of generally accepted and well-known symbols in international practice).

Regarding the definition of "safety for goods (works, services)": part 3 Article 6 of the Law of Ukraine "On Protection of Consumer Rights" provides that "the requirements for products in terms of their safety for life, health and property firms are installed consumer and the environment by regulations". These requirements are legislated and subject to laws and regulations for particular types of goods. This method is to some extent analogous with Article 3 of EU Directive 2001/95/EC on general product safety stating that a product

shall be assumed safe if it conforms to national legislation procedures for its use. Besides this, legislation of Ukraine on relations in the field of product safety is adopted. For food products, this is the Law of Ukraine "On Basic Principles and Requirements for Safety and Quality of Food Products", while non-food products are governed by the relevant provisions in a given area achieved with the help of the law № 2307-XII Law of Ukraine "On General Safety of Non-Food Products".

In the meantime, EU legislators are beginning to understand how important the digital arena is for CP. The designs of websites and apps that the European Consumer Centers Network (ECC-Net) say are misleading, are becoming a concern to more consumers now that traditional markets go digital. The bill, the Digital Fairness for Consumers Act, includes provisions that would grant the FTC new authority to go after companies using these tactics to take advantage of consumers online. "The Commission's Digital Fairness Act" acknowledges what we know: powerful marketing practices such as misleading influencer marketing, dark patterns, and addictive app features contribute a great deal to consumer harm. ECC-Net is in strong favor of a clear ban on certain unfair digital practices under EU consumer rules and fully endorses the approach. Pre-selected boxes, convoluted user flows, buried opt-outs, unclear confirmation buttons, and other deceptive design tactics are also being used with increasing regularity to influence consumers in a way they may not have wanted.

5. Latest Vectors and Perspectives on the AI concern

Experts claim that the Unfair Commercial Practices Directive could be modified to list standards for dark patterns in Annex I. (Narciso, 2022). For example, conduct such as deliberately designing a subscription to be more difficult to cancel or "drip pricing" (or dynamic pricing that surprises the customer right before they make payment) should be outlawed as an unfair practice. Online traders are also said to hike up prices, or surprise customers who have entered the payment stage with various surcharges as reported by ECC-Net experience. The approach capitalizes on the debtor's "investment in want" (Advancing Consumer Protection, 2025). This should be explicitly prohibited. Two sides of the same coin: Just as data-driven personalized pricing or targeting concealed from the user can be bad, it should be disallowed if consumers cannot fully understand how offers or prices were tailored. Consumers deserve to know when algorithms have them in their crosshairs; otherwise, they lack the power of informed consent.

Future-proof law should consider developments such as social commerce, superapps, and e-commerce platforms that cross multiple retail categories. Superapps are all-in-one digital portals that bundle a wide array of services into a single app, such as messaging, shopping, payments, and travel booking. This allows firms to collect vast quantities of data about consumers and shape behavior across many digital realms. Because these rarely-constrained, provided systems often obscure service bounds, limit transparency, and frustrate consumers' ability to determine when they are being treated unfairly or make informed decisions, their rise has introduced new challenges for consumers in terms of protection.

The incorrect design and use of landing pages in [e-commerce] is a consistent problem identified by ECC-Net. Search engines and sponsored ads often direct consumers to landing pages that appear as if they are owned by authorized or recognized resellers, but which in fact are operated by unrelated or unauthorized partners. These pages may obscure the trader's real name, give false branding, or suggest they have connections which do not exist. In many instances, identity theft is entirely fictional (Advancing Consumer Protection for the New EU Consumer Agenda, 2025).

This, combined with new forms of business models such as drop shipping in which traders often hide their location, real names, and webpage registration, leads to consumers being deceived early at the start of a consumer transaction pathway, on many occasions trusting the trader or service provider under pretenses. But even if this early-game duplicity could be mitigated by current legislative constructs, enforcement remains incredibly fragmented. The ECC-Net called for future consumer rules and regulations in the EU - including reforms to the Unfair Commercial Practices Directive - to specifically ban misleading landing page practices and lay down clear starting-point obligations of information when a customer starts interacting with traders. This becomes particularly relevant when sponsored articles or paid-for placements take place, if traders rely on infrastructures in third countries. Regaining consumer trust on digital marketplaces will also depend upon stepping up regulation of the online advertising system and ensuring platforms shoulder responsibility for misleading commercial content.

Lawmakers, meanwhile, don't tend to take the AI perspective sufficiently into account. Because AI predicts the future based on past and present, it's bound to the idea of thinking about the future. Deep learning, an AI technique that relies on artificial neural networks, enables AI systems to learn from a dataset on their own. Creating AI for businesses to influence transactional decision-making

within the consumer marketplace and predict customer preferences and behavior. The traditional (i.e., before the digital technology and big data onset) motivations for marketing were not much different. Nonetheless, because of the magnitude to which firms have increasingly deployed AI for marketing and the unrivaled ability of these technologies to predict what consumers want and determine who they will or will not transact with, additional inquiry and consideration should be given to the current legal regime in this space.

Indeed, consumer freedom - herein defined as the ability to take decisions beyond undue commercial influence - is occasionally unfairly targeted by emerging AI-driven business activities. In this article, we concentrate on three unethical business processes: (1) the employment of manipulative design or "dark patterns" in user interfaces; (2) abuses in behavioral advertising; and finally (3) no control over personalized services by recommender systems. In liberal-democratic environments, it is important to take stock of both the immediate and ultimate dangers of AI to consumer autonomy since one of the keystones of EU consumer law and data protection law concerns its safeguard.

The EU's *acquis* of consumer and data protection law is constructed around the concept of autonomy; however, it remains an elusive term that defies a concrete explanation. A second systemic challenge is that consumer autonomy is often only vaguely defined, which makes it very difficult for politicians to correctly adjust legislation to a world where new technology has created this new reality. This battle plays out most plainly in AI, which is characterized by rapidly evolving high technology, fresh challenges for us each as consumers and risks to society collectively (Niziol, 2021). Greater economic means, concentrated in a small number of giant corporations; assaults on democracy; alterations to the development of human personality are just some examples of these shared risks, which result from spillover effects introduced into society problems that derive from individual wrongs. When designing consumer autonomy in the age of AI, this collective dimension should be properly addressed.

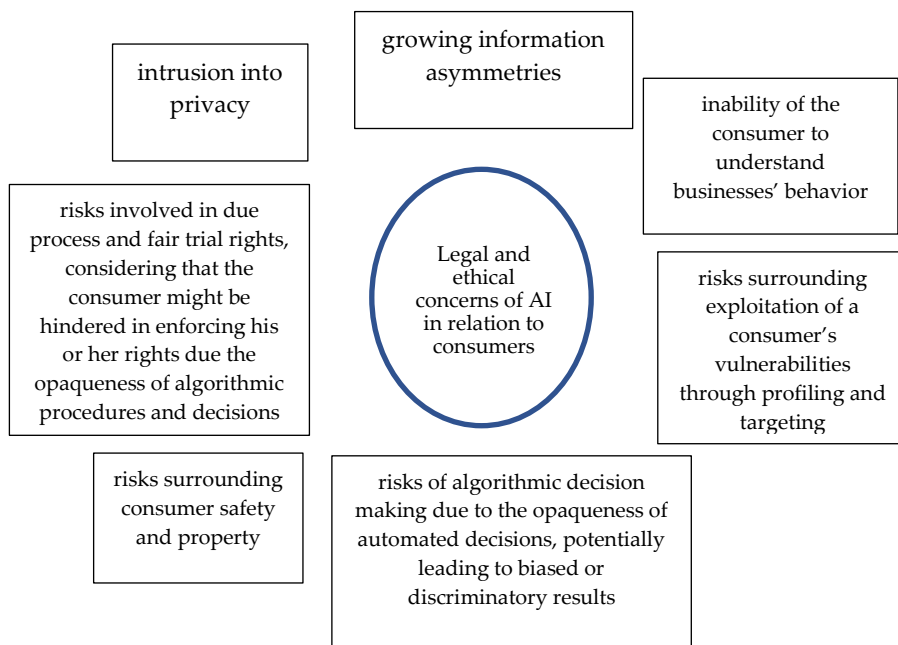
Namysławska (2025) rightly insists that legal fragmentation, the regulatory displacement and the conceptual fading of the consumer as a single subject of law have eroded our traditional model of protecting consumers based on the consumer's figure, the principle of fairness and professional diligence. In a context of networked services, the coherence of consumer law as both moral and institutional has been undermined by sector-specific legislation - such as the Digital Services Act, the Digital Markets Act and likely also the proposed Artificial Intelligence Act - which have sidelined horizontal safeguards (the classic B2C paradigm) and redefined people as "users" or "natural persons".

Digital Content and Services Directive (further – DCSD) 2019/770 and Sale of Goods Directive 2019/771, two new Directives on Digital Contracts, are often seen as important attempts to adapt European private law to the requirements of the digital economy. But neither directive provides detailed parameters for emerging technology, including artificial intelligence.

A number of ethical and legal concerns are raised by companies' use of AI systems around consumers. Figure 1 shows the map of these issues.

Figure 1.

**Landscape of ethical and legal concerns raised by the use of AI systems
by companies towards consumers**



Source: developed by the author

Knowledge asymmetry between businesses and consumers is one of the most problematic aspects for consumer contract law. The use of AI in consumer markets has created a new type of power and knowledge imbalance. In practice, consumers have no idea their profile has been applied to customize ads, content, prices, or contract terms. If consumers cannot find out why a certain score was given, they are unable to see if the final result was unsatisfactory, for example, if a company refused to sign an agreement or made an offer on bad terms according

to that score. The characteristics of many AI technologies, particularly opacity (the “black box effect”), complexity, unpredictability and semi-autonomy, raise significant challenges for the efficient enforcement of EU consumer legislation when the decision-making process is inscrutable and cannot be verified for legality. There is also an asymmetry because the algorithms are highly protected trade secrets.

The use of AI in goods and services raises various issues, such as whether an AI system meets the terms of a contract, and what is to be done when autonomous systems cause harm weigh on companies. The final issue is controversial because the high level of automation and interconnection of AI applications pose new risks and liability issues that are currently not well addressed by EU law. Finally, consider the ubiquitous black box problem and the fact that post-purchase software is often updated frequently: if support for a purchased opaque system meanwhile will disappear afterwards, not to mention that this system might change anyway after purchase by an update—how can the customer assure him-/herself that what he/she bought (a product or an application) was actually in conformance with the contract. This and most other similar issues have not been properly resolved either by EU law or by Ukrainian, in particular.

AI apps and personalization no doubt serve us well by helping users reconcile the sheer volume of information and material available to them. Thus, with more relevant information, AI systems have the potential to enhance consumer autonomy by facilitating better and easier decision making based on a wider range of personalized options. You could claim that if those systems were transparent, suffusive and somehow placed in users hands the means to influence suggestion on their own terms.

Philosophers and lawyers study the effects of AI on markets and society are also worried that companies currently using this technology lead to a reduction in consumer autonomy. These concerns generally revolve around privacy, specifically the opaque and sometimes deceptive collection and processing of personal information. They also take into account how algorithms impact consumers' decisions (e.g. through opaque advertising or suggestion effects, control-free users regarding these parameters, and increased costs to disengage). Hence, it is not the technology per se but specific economic practices that need to be regulated.

It is uncertain whether, therefore, Art. 22 GDPR changes the national law to form a contract. According to Art. 22(1) GDPR, the data subject shall have the right not to be subject to a decision based solely on automated processing,

including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her. A violation of Art. 22(1) GDPR may invalidate a contract, as it is subject to interpretation whether that provision ought to be interpreted as a prohibition or as an entitlement not to be subject to automatic decision-making. Both perspectives, however, cannot hold. National obligations laws are not meant to be harmonized by the GDPR. By and large, breaches of the legislation do not undermine the common contract law of Member States such as legality, formation or effects of a contract. Likewise, under EU secondary legislation, it is evident that the GDPR does not fall within consumer contract law recommendations. Thus, the GDPR applies in addition to (partly harmonized) national law of obligations.

Aside from these, Art. 22(2) GDPR contains numerous exceptions and is confined to decisions “based solely on automated processing” of data (Art. 22(I) GDPR), it is of little practical relevance. As a result, most trust-based decisions can be exempted from the prohibition of Art. 22(1) GDPR because there is usually still a human addressee of the algorithmically generated decision. If the AI system is misused by a trader and the contract is breached, it arises whether such a trader bears liability for failure to act or other damages caused as a result of “misconduct” of an AI. There is so far relatively little provision for this under EU private law. In the case of non-conforming goods, or non-conforming digital content/digital services, the seller doesn't need to be at fault for a consumer to have a claim for repair or replacement (or other remedies designed to bring the goods/digital content into conformity), a price reduction, or to terminate the contract. Both the DCSD 2019/770 and the SGD 2019/771 say that a business's liability is, in principle, strict. This means that a consumer need not establish that the trader knew or ought to have known that the AI system would “definitely, probably or maybe” act in such fashion as to result in breach of contract and loss.

This most severe form of contractual obligation applies only to the above remedies, however. Member States are, however, responsible for establishing the rules on damages. Consequently, Member States are free to maintain or introduce systems under which liability for damage is based on fault or that include the defence of force majeure. If these standards do indeed match those for the customer's entitlement to damages for breach of contract, then the trader is unlikely to be found liable in cases where the specific mistake and hence the behavior of the AI system was unforeseeable and irresistible. The Ukrainian government has plans to adopt the GDPR into domestic law by 25 May 2018, following the roll-out of the EU's regulation. While local business demonstrated a strong will to adapt to the GDPR, the rules of the GDPR have not been

implemented into national legislation despite an Association Agreement concluded between Ukraine and the EU in 2014.

Scholars have also examined consumer autonomy by analysing the longevity of AI systems; this represents a significant issue when considering long-term impacts of artificial intelligence technologies on consumers. According to Bjørlo et al. (2021), consumer autonomy in this context requires: (1) transparency - consumers need to understand how AI systems take decisions and what kind of information they are using; (2) complementarity - that is active use of the consumer who by means of artificial intelligence adds some sort of value to their autonomy, rather than a passive recipient his dictates, for example, recommendations; and (3) regulation, more precisely privacy regulation - so that companies will not abuse personal data as food or fuel for their AI-systems. And, needless to say, modern ideas of civil law change the form a little bit, simply by rolling in most new substance into the rules concerning codes or particular special laws and frames them with completely alien to reality regulations. No, the strength of the right will always have to be mobility and flexibility yet still adhered to its fiduciary calling to serve the individual. Technologies need to foster human values as well as justice, reliability and security trustworthiness and confidentiality with the law required to work efficiently operationalising all the previous developments in a time of substantial technological evolution (Martsenko, 2020).

Consumers are driving the market uptake of AI. There are also plenty of consumer-facing uses for AI products. consumer protection law justifies enhanced responses to interactions that are very high risk and where consumers are particularly vulnerable which is both the case with current use of AI technologies by consumers, as well as anticipated future use (Paterson & Maker, 2024). Consumer protection law should prove to be sufficiently flexible for AI, however, it will require a recalibration of consumer protection law for AI.

6. Agile legislation paradigms: opportunities and expediency

Accordingly, in this context it is logical to think about application and implementation of the Agile concept in consumer protection law (flexibility) that allows timely responding to external environment but contact with long-term strategic planning.

Agile consumer protection law is designed to develop flexible, responsive models of regulation that are able to keep pace with products and markets that change rapidly (think AI and digital services) and technology generally, while

ensuring that rules are fit for purpose, encourage innovation, enabling outcomes to be achieved rather than having rigid focus on a process. This ranges from always-learning, collaboration of stakeholders and tech-use (such as AI on enforcement), baking-in privacy/consumer protections into the build process (like AGILE/GDPR/CCPA inclusion) moving away from static laws to real-time governance for increased consumer trust and fair market(s).

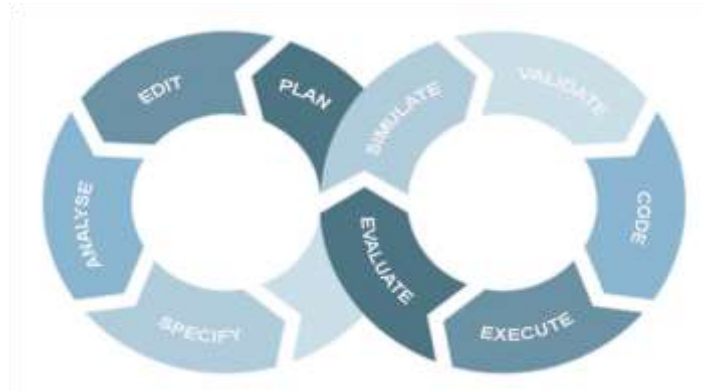
Traditional lawmaking is meant to be cautious and definitive: Identify a problem, argue over an appropriate remedy, pass the appropriate measure and enforce it. The idea made sense in a society like that of the industrial era, when change was slow and dangers were predictable, and regulations could be left unchanged for decades. Cutting-edge technologies such as artificial intelligence, quantum computing and decentralized systems are developing so fast that no regulatory framework in the world can catch up. It takes lawmakers years to draft laws that are already obsolete by the time they get through it. And meanwhile, industries innovate in regulatory vacuums or crash against outdated templates. The difference between what the law is supposed to do and what it does do is becoming increasingly stark in the eyes of many citizens, and one of the most visible examples is consumer protection. Laws must become adaptable.

Agile Legislation treats the process of lawmaking as if it were the development of software (limiting waste and “bloat”): How agile can be applied to legislation; Iterative design; Trial packages of legislation before full implementation; Co-creation with stakeholders; Industries, professionals and citizens’ participation in the formation of policy; Modular structure of policy; Interchangeable, upgradeable Law by the Piece; Rapid cycles of feedback; Testing in the sandboxes, implementing the learnings and again refining it; Openness and transparency; Public declarations of intent and progress, along with setbacks. Rather than seeking perfect law, it represents a progression process that adapts itself to new data and input.

Further enlightenment came from the DevOps trend, which is all about developers and operations people working together in closer harmony. All of these ingredients together made up an integral approach to strategies, what Dutch Ministry of Finance attorney Mariette Lokin refers to as LegOps: a way of working across the chain and not in separate information verticals, from making legislation workable until its automated operation (Lokin, 2019). Figure 2 is a schematic diagram of the continuous loop LegOps.

Figure 2.

LegOps loop (within Agile legislation paradigm)



Source: Lokin (2019)

Note: presented in original

Chukwurah (2024) investigated agile privacy in practice, describing how American information technology companies can integrate GDPR and CCPA via their agile development process. The powerful CCPA and GDPR have rewritten the data protection schedule. These regulations are particularly important for organizations to govern their privacy and legal compliance obligations. Procedural roles in laws that require the strict control over the acquisition, processing, retention of personal data, procedural roles play a primary part. The problem is how to square the thorough, rules-based nature of privacy regulation with the iterative and changing reality that underlies Agile development work in break-neck U.S. tech where agile methodologies are firmly in play. To tackle this, eXtensiBle Agile Privacy in practice provides an integration solution of GDPR and CCPA requirements into the Agile process. Much emphasis is put on collaboration of developers with legal and privacy advisors in the product development phase in this framework. Promoting Privacy transparency in Teams through building up a culture of privacy from the first moment in that way being able to iteratively unfold or surface potential privacy concerns associated with user stories also including sprint planning & retrospectives notes task. While agile privacy in practice really hammers home the importance of a balance between vigilance and adaptation – particularly in our current age of shifting privacy legislation. Returning to the cycle: Describe how teams can iterate on evolving privacy compliance and set best practices for future cycles Workflow working group Meetings Teams can refine at every new sprint on processes to

address emerging learning's and share best-practices, by creating a mechanism of pinging lessons learned from each sprint. This is how the model creates a culture of privacy education and responsibility in organizations, as it also drives higher compliance rates for CCPA and GDPR.

It all seems to be a bit too easy, and to be applied across the board in any area of civil law on consumer protection. This is one such law; in fact, it is the most comprehensive so far targeting prohibited deceptive influencer marketing, 'dark patterns', addictive design or unfair personalisation as well as subscription traps set up methodologically by research/consultancy experts. The use of technology, the adoption of AI in particular will far outstep regulation and agile principles to the T can bring in the necessary flexibility to adjust at warp speed of requirements. LegTech is it to be the conversation bridge between civil law and agile model. Digital-era LegTech has the ability to monitor compliance in the market, strengthen enforcement of consumer rights, and facilitate cost-effective access by consumers to information (and justice). This is technically and from a privacy perspective challenging as the means by which you would identify a consumer's "negative mental state" for targeted advertising purposes under DFA likely requires processing sensitive personal data under GDPR. Here the help might come from LegTech, but we also might learn to foresee such things with Agile legislation and so get 'hints' of us eventual resolution.

Finally, LegTech can help to track not only trends in consumer protection, but also progress of market technology and developments that ease auspiciousness. Contrary to public law, and especially so in private law experience that is somewhat more codified than customary. Increasing the application even more of LegTech tools to protecting consumers' interests can become an instrument of unification legislation (powers) in EU member states concerning consumer protection as well as approximation between candidate state ones and such at EU level, that is so urgently needful now in Ukraine.

D. CONCLUSIONS

Research conducted confirmed that, if in the case of Ukrainian legislation on consumer protection we still have a long road to go from harmonization with the EU' legal system in this particular field, concerning the EU itself' it faces challenges such as – coordination and enforcement, fragmentation and national interpretations of European rules, global nature of online market, etc. Europe's most promising legislative act in this regard, the suggested DFA updating consumer protection for the digital age and aimed at combating manipulative

online commercial practices suggests a fairer online space for consumers to navigate; however, it also risks posing compliance complexities as well as legal uncertainties and maintaining an innovative yet legitimately grounded regulatory approach. And a further concern is that it could overlap with current laws, like the GDPR and DSA, which then would become unclear and fragmented for companies to navigate. The ambiguous nature of “digital fairness” poses an obstacle in rendering uniform application and legal certainty in multiple digital markets or state enforcement authorities. Hence, an anticipatory approach is required to foresee those practical consequences and propose preventative measures in an early manner. With this in mind, we (underscore) the preparation for, and suitability of, application of Agile legislation paradigm on CW circuit with respect to consumer protection in civil law. In the context of Ukraine, such a system can be a tool for creating and speeding up harmonization among Ukrainian laws in the field of consumer protection as part of integration into EU. For EU, the best opportunity for the continuous optimization of CP legislation to new challenges within an anticipatory approach and harmonization of MSs practice, unification of national peculiarities and elimination gaps or contradictions in laws and bills in this sphere is offered by Agile paradigm. Given that LegTech is the key factor type in consumer protection in digital age and as well an area for proper law enforcement, it should be further investigated.

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