

захисник матиме можливість самостійного формування належної та допустимої доказової бази.

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**SEPARATE MANIFESTATIONS OF VIOLATIONS OF CONSUMER  
RIGHTS IN THE ELECTRONIC MARKET**

Rapid scientific and technical progress definitely dictates the conditions of modern life in society. An integral part of everyday life is the use of the Internet system in various spheres, be it educational, scientific, economic, political, etc. In the conditions of a global problem - an acute respiratory infection caused by COVID-19, this was almost the only opportunity to maintain social activity. Of course, there is an intensification of activities on the electronic market and an increase in the number of online stores even in the conditions of martial law. Demand is especially growing for certain goods, including medical equipment, medicines, medical products (blood transfusion systems, syringes), personal protective equipment, etc.

This is confirmed by the following AdvantShop data on changes in the e-

commerce market due to the coronavirus in 2019-2020. In April, the number of newly opened online stores almost doubled (by 99.02%) compared to the January-March period, and one and a half times more than in April last year [1]. According to the BBC, between January and March, 10 million people opened accounts with PayPal, the largest company in the field of digital payments. During this time, 199 billion dollars passed through the company's website. A year ago for the same period - 161 billion. And the issue is not only in lockdowns. One survey shows that people are increasingly inclined to shop online rather than in a brick-and-mortar store [2].

In the presented work, we tried to consider the most common risks that consumers are exposed to when making online purchases.

When concluding online agreements, the consumer must take into account certain features in order to prevent violation of his rights. Many scientists and practitioners consider lack of consumer awareness to be one of the main problems with online shopping. Indeed, certain online stores (participants of relations in the field of electronic commerce), contrary to the requirements of the Laws of Ukraine "On the Protection of Consumer Rights" and "On About electronic commerce", do not provide access to information that can be used to identify the subject of business activity. The commercial name of the store, phone number with e-mail is not enough [3]. To establish the name and registration code of the enterprise, its legal and actual address, surname, first name, patronymic of managers, etc., it is possible to obtain publicly available data. In Ukraine, such information can be obtained, for example, on the following sites: <https://youcontrol.com.ua>; <https://opendatabot.ua>; <https://clarity-project.info>; <https://nomis.com.ua>.

But, as practice shows, even the consumer's awareness of the seller is not a guarantee of conscientious business activity.

One of the most common types of crime is not delivering the goods paid for by the customer. Fraudsters on various sites offer goods, as a rule, at a reduced cost, but on the condition of full (rarely partial) prepayment, after receiving the funds, they stop all communication. It should be noted that such crimes are mainly committed by an organized group of persons with a clear division of the role of each member.

So, in 2020, during the season of the sowing campaign, an advertisement for the sale of agricultural fertilizers at a "good" price appeared on one of the sites. The head of the enterprise "C" contacted the phone number indicated on the website. The call was answered by a person who introduced himself as the manager of the enterprise

"P" also explained at a professional level about the properties of this product, its features, conditions and terms of delivery, which created the opinion of the buyer about the decency of the seller. At the same time, a mandatory condition for the delivery of the goods was its full prepayment according to the issued invoice. The buyer agreed to buy the goods for the amount of UAH 360,000. After that, the manager of the company "P" contacted the buyer allegedly with an "accountant", who issued the buyer an invoice in electronic form. Having received the invoice in

electronic form, the buyer checked the fact of the registration of the enterprise "P" with the help of available Internet resources, the type of its economic activity, and after making sure of the existence of such an enterprise, paid the invoice. But the goods were not delivered within the specified time, the phone that was indicated on the website did not work. The buyer, having arrived at the company's registered address, discovered that the company "C" never existed at the specified address.

The buyer appealed to the law enforcement authorities with a statement of fraud. The pre-trial investigation established that the enterprise

"P" was issued for a dummy person. Fraudsters fraudulently obtained documents of citizens of Ukraine and in their name illegally, in collusion with officials of registration bodies and banks, also using forged documents, including: lease agreements; minutes of meetings of enterprise participants; registered enterprises with various types of economic activity, subsequently posted advertisements on websites about sale of goods, including agricultural destination. Calls from potential buyers were answered by participants trained for a specific type of product and in case of "successful" negotiations, i.e. in the case of the consent of the potential victim to "buy" the product, the so-called was translated the "accountant" who issued electronic invoices to the victims. After receiving the money in the account, it was transferred to cash and appropriated by the participants in the crime.

Having analyzed the e-market, the results of consumer interviews, we also identified the following common violations:

- non-compliance of the product with the technical characteristics declared by the seller on the website;
- violation of conditions of storage and transportation of goods;
- lack of documents confirming the fact of the agreement (properly drawn up purchase and sale agreement, act of acceptance, invoice);
- lack of service or warranty service for purchased goods, etc.

An example would be the following statement. Citizen N. chose a BOSCH SMV26MX00T dishwasher (product code: 000000) on the XXX website. In the delivered and paid for product, the availability of functions did not match those specified on the website in a number of points, in particular: display, child protection, start delay timer - in fact they were absent, water consumption, number of dishes - did not match. After verbal complaints were made over the phone, the company manager was unable to explain what had happened, and the company manager responded to the written statement by refusing to replace the product, which served as the basis for filing a lawsuit.

According to Art. 8 of the Law of Ukraine "On the Protection of Consumer Rights" dated 12.05.1991 No. 1023-XII in case of detection of deficiencies, i.e. of any non-compliance with the requirements of legal acts, terms of the contract, etc., the consumer, in the manner and within the time limits established by the legislation, has the right to demand:

- proportional price reduction;

- free of charge elimination of product defects within a reasonable period of time;
  - reimbursement of costs for eliminating product defects;
  - termination of the contract and return of the money paid for the goods
- Sumy;
- replacing the product with the same or similar product, from the number available from the seller (manufacturer) [4].

Often, the consumer's rights continue to be violated by the seller's refusal to replace the product, the defects of which were discovered during its operation during the warranty period. At the same time, verification of the general functions and technical characteristics of the equipment declared by the seller is sometimes impossible without its operation, especially by buyers, who do not have and should not have special knowledge about the properties of the purchased products. For example, checking the noise level of a washing machine is possible only after connecting it to the electricity network, water supply, sewage system and starting it.

In such situations, it is of particular importance to comply with p. 12 clause 1 of Art. 15 of the Law of Ukraine "On the Protection of Consumer Rights" dated May 12, 1991 No. 1023-XII, Art. 8 of the Law of Ukraine "On Information" dated 02.10.1992 No. 2657-XII, the Law of Ukraine "On Ensuring the Functioning of the Ukrainian Language as a State Language" dated 25.04.2019 No. 2704-VIII, according to which information must be provided to the consumer in accordance with the legislation on languages before purchase goods or work (service) order.

It is obvious that one violation entails another - failure to provide the consumer with information about the product is a violation of his rights, provided for in Art. 4 Art. 15 of the Law of Ukraine "On the Protection of Consumer Rights" dated 12.05.1991 No. 1023-XII, according to which the consumer has the right to receive the necessary, accessible, reliable and timely information about products, which ensures the possibility of a conscious and competent choice. At the same time, the fact that all inscriptions on delivered products are in English or another foreign language is not uncommon. Sellers can claim better quality of such goods, which are supposedly made for European countries. But the requirement of the law is absolutely fair and consumers, especially the elderly, may not know and are not obliged to know the non-state language of the purchase.

A fairly common practice of unscrupulous sellers is to increase the price of the goods declared in the verbal contract after its delivery. At the same time, the buyer is in a difficult situation and is often forced to agree to a price increase or it is necessary to insist on the seller's compliance with the terms of the concluded contract.

The law prohibits an offer to sell products at a certain price, if there are grounds to believe that the seller or contractor will not be able to provide such products at the stated cost or in the prescribed volumes [4].

Most often, such situations have signs of dishonest business practice, which is categorically prohibited by Art. 19 of the Law of Ukraine "On the Protection of

Consumer Rights" dated May 12, 1991 No. 1023-XII.

A business practice is misleading if it induces or may induce the consumer to agree to a transaction to which he would not otherwise have agreed, by providing him with false or incomplete information or by not providing information about the main characteristics of the product, such as: its availability, benefits, hazard, composition, methods of use, method and date of manufacture or supply, supply, quantity, specification, geographical or other origin, expected consumption results or results and main characteristics of tests or product inspection; method of sale, price or method of price calculation, availability of discounts or other price advantages.

A business practice is one that misleads if, during the product offer, the consumer is not provided or is provided in a vague, unclear or ambiguous manner with the information necessary for making an informed choice [4].

The listed illegal actions very often have a blurred border between civil-law relations and criminal-law relations. Therefore, in order to obtain a legal result and satisfy the violated right, it is possible for the consumer to send letters (claims, statements) to law enforcement agencies; tax authorities; consumer protection bodies; labor protection bodies; antimonopoly legislation protection bodies; executive authorities; official representatives of campaigns represented in the country; customs authorities; non-governmental organizations for the protection of consumer rights and other interested parties.

If the consumer failed to prevent violations of legal rights, the evidence base of illegal activity can be composed of:

- directly purchased goods with certain defects,
- saved photo image and video information from the company website,
- testimony of witnesses,
- expert research,
- documents and other sources.

Summing up, it should be emphasized that Internet shopping during the pandemic has developed rapidly and finally flooded the sales market. In view of the growth of this type of activity, such common manifestations of committing offenses as: lack of delivery of the goods after payment, non-compliance of the goods with the technical characteristics declared by the seller on the website; violation of conditions of storage and transportation of goods; lack of documents confirming the fact of the agreement, that is, a properly executed sales contract, act of acceptance, invoice, etc.; lack of service or warranty service for purchased goods; unjustified increase in the cost of the product, after its delivery and others. Due to the fact that illegal actions often have a blurred line between civil and criminal relations, they present certain difficulties during proof.

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**ЩОДО ОСОБЛИВОСТЕЙ ПРОВЕДЕННЯ ОКРЕМИХ СЛІДЧИХ ДІЙ  
ПРИ РОЗСЛІДУВАННІ КВАЛІФІКОВАНИХ ВИМАГАНЬ, ЩО  
ВЧИНЮЮТЬСЯ ОРГАНІЗОВАНИМИ ГРУПАМИ ТА ЗЛОЧИННИМИ  
ОРГАНІЗАЦІЯМИ**

На сьогодні на території України триває якісна зміна характеру злочинності. Злочинці стають все більш організованими, активно використовують новітні технології, інструменти, сучасні види стільникового і мобільного зв'язку, більш активно протидіють правоохоронним органам, способи скоєння злочинів стають більш витонченими, досконаліми й результативними для злочинців. Негативні процеси, які відбуваються в суспільстві, зумовлюють зростання кількості злочинів корисливо-насильницької спрямованості. Однією з таких форм злочинної діяльності є вимагання, на скоєнні якого спеціалізуються учасники організованих груп.

Вимагачі не обмежуються майновими вимогами, поєднаними з різного роду погрозами, пошкодження майна, заподіяння тяжких тілесних ушкоджень і навіть вбивства. До потерпілих часто застосовується насильство, що є небезпечним для їх життя чи здоров'я. При вчиненні вимагань може