

7. On personal data protection // Law of the Republic of Belarus of May 7, 2021 No. 99-Z [Electronic resources]. – Mode of access: https://etalonline.by/document/?regnum=h12100099&q_id=9185826. – Date of access: 01.10.2023.

8. Vronskaya, M. V. «Circumventing the law» in civil law: the form of abuse of law or an independent legal structure? // *Territoriya novyh vozmozhnostej*. 2015. – No. 3(30) [Electronic resources]. – Mode of access: <https://cyberleninka.ru/article/n/obhod-zakona-v-grazhdanskom-prave-forma-zloupotrebleniya-pravom-ili-samostoyatel'naya-yuridicheskaya-konstruktsiya>. – Date of access: 02.10.2023.

9. Bodanka, O. The circumventing of the law in public economic law – on the verge of a conflict between private law and public law values. - *Studia Prawnicze KUL*, 2023. – No 3(95). – p. 185-199.

10. Bondarenko, N. L. *Principy grazhdanskogo prava Respubliki Belarus', ih realizaciya v normotvorcheskoj i pravoprimeritel'noj deyatel'nosti: dis. ... d-ra jurid. nauk: 12.00.03 / N. L. Bondarenko. – Minsk, 2007. – 251 p.*

LEGAL REGULATION OF B2C-AGREEMENTS. EULA

Yan Jiapeng

*Belarussian State University, st. Leningradskaya, 8,
220006, Minsk, Belarus,
yanjiapeng80@gmail.com*

In recent years, the rapid development of China's e-commerce industry has reflected two characteristics, that is, the rapid growth of the overall growth and the growth level of various parts is too large. Its harm is multiple. The interests of the people are often damaged. Therefore, drawing on the intervention method of other companies in other countries with market dominance, and analyzing and solving the current problems from the aspect of the antitrust method on the regulation of the e-commerce industry.

Keywords: B2C, antimonopoly regulation, monopoly low price, development of competition, EULA.

The B2C protocol refers to an agreement between the enterprise and the consumer, that is, the «Business to Consumer» protocol. In this agreement, enterprises provide products or services to consumers. Therefore, this agreement is usually related to consumer protection.

In recent years, the e-commerce industry has been able to achieve amazing development. The reason for this development is the ability to buy goods at a low price. From the previous period, the development of the e-commerce industry is to attract consumers by low prices, and This will suppress traditional merchants and compete for market share; after that, the e-commerce industry presents a low style this model of «big fish eat small fish». As a result, some people are beginning to worry about whether large e-commerce such as Ali, JD.com, Gome, and Suning will transform into monopolist.

Let us give an example from the statistical data of the People's Republic of China. According to iResearch's latest B2C shopping website trading scale. Statistics of market share show that as of January 25, this time, Jingdong Mall has continued to win. The B2C market share is the first, and its leading trend has continued to expand. The market share of Jingdong Mall has increased from 36.4 % in 2011 to 49 % in 2022. The second place is Suning Tesco, 13.6 %, while the third Amazon is only 6.8 %.

The main legal act governing the e-commerce industry in the People's Republic of China is the Anti-Monopoly Law.

This Law regulates the following violations of antitrust laws: entering into a monopoly agreement, abuse of a permitted agreement, and evidence of activity within a group of persons who maintain competition.

For example, the market share of JD Mall is a coincidence (just less than 50 %) and its business real. In terms of force (including company decision-making capabilities), its operating behavior violates the monopoly agreement and the operator's concentration. The possibility of the situation is not great, at least it is not easy to prove. The only doubt is whether large e-commerce companies have abused market dominance.

This conclusion is due to the norm enshrined in Article 19 of China's «Anti - Monopoly Law»: «If one of the following situations, it can be presided over. The operator has market dominance [4]:

1. A market share of an operator in the relevant market reaches one-half;
2. The two-thirds of the two operators in the relevant market;

3. The total market share of the three operators in the relevant market reached three-quarters [1]. If there is a situation stipulated in the second and third paragraphs of the previous paragraph, and some of the operators have a market share of less than one-tenth, it shall not be preserved as the operator has a market dominance».

Therefore, as long as the JD Mall is not with other larger e-commerce companies (the market share share of the market exceeds 1%). They have the right to jointly maintain monopolistically low prices, refuse transactions and differentiated treatment.

When the abuse of market dominance, JD Mall does not have market dominance.

Therefore, my country's «Anti-Monopoly Law» has insufficient adjustment of the adjustment of the e-commerce industry.

Let's give another example. Jingdong Mall and the market share of more than 1 % of e-commerce joint abuse of market dominance areas.

The position, and it is only a one that constitutes a monopoly competition (except for Suning Tesco, other e-commerce market share is less than one tenth)

Economic law is caused by market defects or failures, and its internal value is to safeguard the interests of consumers.

In terms of irregular e-commerce industry, the price war between e-commerce is fighting, although consumers in the short term

Let us pay attention to the responsibility of the mega-regulator in the area under consideration. So, in the field of macroeconomic, the government's responsibilities are to improve and establish a macro-view economic regulation and create a standardized market environment. And in the long run (currently the first exposure has been revealed), the result of the oligopoly formation of the industry is that competition is destroyed, the market is controlled, the price is monopolized, and the consumer's independent choice is held. For example, Damage the interests of consumers; or first seize the market at a low price to seize the market and create high transfer cost barriers. For example, the loss of "old customer discount", switch the risk faced by the seller, etc.

To counteract monopolistic activities, standard methods are used: leadership, forecasting, assessment, coercion and education of the people's opposition, which is directly manifested in the authorization of illegal actions and the active prevention of illegal actions.

In the category of anti-restrictions on anti-restrictions, the Anti-monopoly law and the Anti-Unfair Competition Law together form a system of anti-restrictions in my country [4].

For the e-commerce industry, the «Anti-Unfair Competition Law» also has a lot of regulatory loopholes. In order to maintain the market economy order in order to maintain the market economy order The behavior of behavior and slander of goodwill, the focus of the current supervision, is to measure the price wars of large e-commerce companies such as Ali, JD, and Suning, and other low-priced market behaviors to seize the market. Before that, it is clear The meaning of «below cost» should be explained by the authority. This is necessary for encouraging and protecting fair competition, preventing unfair competition, and protecting the legitimate rights and interests of consumers and consumers [2].

In a broad sense, due to the extensive departments and fields of competitive competition, restrictions on competition

The competition is also reflected in different legal departments and legal forms. All the legal norms that stipulate that there are bidding competitions, opposition to unfair competition and monopoly content are part of the anti-restricted competition law. Therefore, it is necessary to comprehensively use the «Company Law», «Bankruptcy Law», «Price Law», and «Partnership Enterprise Law» to carry out more detailed and quantified supervision of the e-commerce industry.

Among them, the Law on a Region with Unfair Competition provides for low-cost dumping, and its components are: suppressing competition and reducing the cost of goods. For e-commerce, its cost is mainly composed of procurement costs, marketing promotion costs, warehousing and logistics costs, operating costs, manpower and other costs [2]. Divided according to the habit of cost, the cost can be divided into two categories: fixed costs and change costs. The fixed cost refers to the cost that does not change with the total amount of business within a certain business volume range and time range [3].

¹ Such as fixed asset depreciation expenses, maintenance costs, insurance premiums, management staff wages, etc. Change costs, also known as variable costs, refer to the cost of changing the total amount of the total amount with the total number of karma within a certain period of time and business. Such as workers' wages, raw materials, semi-finished products, fuels, power, packaging, etc. There are many operating links in the e-commerce industry. If you want to

form a powerful regulatory body in the initial step, the author believes that in addition to active intervention measures that can reflect the government's dominant intervention, under the standardized tax law specifications, the following standards can be used as follows: operators with market dominance are subjectively squeezed to compete against opponents (such as the purpose of monopoly the behavior of the long-term ultra-low-priced seizing market) sells products or services at a price of not higher than the average total cost, which should be determined to constitute improper competition; at the same time, other operators may also include incorrect prices.

Let us pay attention to Legal support of a B2C contract mainly affects the following aspects the legal supervision of the B2C agreement mainly involves the following aspects.

1. Contract legal system: The B2C protocol, as a contract, is supervised by the contract legal system. The Contract Law stipulates the basic elements, signing, performing and termination of the contract, and clarify and protect the rights and obligations of the two parties.

2. Consumer protection law: The B2C agreement usually involves issues such as consumer rights and product security. Therefore, it is supervised by consumers' protection of laws. Consumer protection laws stipulate the code of conduct that merchants should comply with, including product quality, price publicity, advertising, after-sales service, etc., to protect consumers' legitimate rights and interests.

3. Intellectual property law: The B2C agreement involves intellectual property issues, such as trademarks, patents and copyrights, so they are supervised by intellectual property law. Intellectual property law stipulates the scope of protection of intellectual property rights, the rights and obligations of rights holders to protect the legitimate rights and interests of intellectual property rights.

It should be noted that there may be differences in the legal system and regulatory agencies of different countries and regions. Therefore, when formulating the B2C agreement, enterprises should take into account local legal requirements and regulatory regulations to avoid illegal and illegal acts, protect enterprises and consumers Legal rights and interests.

The end user license protocol (END User License Agreement (EULA) is a type of B2C protocol, which is usually used for software products or online services. EULA is a contract, which aims to specify that end users can use the

conditions and restrictions of software or online services. EULA's content usually includes the scope of license, use restrictions, intellectual property rights, responsibilities and exemption, termination and lifting.

EULA is usually formulated by software or online service providers, so its content is usually conducive to providers. However, EULA is also supervised by consumers' protection of laws. Therefore, its content must meet the requirements of consumer protection laws. For example, in the European Union, EULA must comply with the provisions of the EU consumer rights protection instructions, including clearly notifying the understanding of consumers' licenses, understanding of the terms, and legal rights enjoyed by consumers.

In terms of legal supervision, the B2C agreement is usually supervised by consumers' protection of law. These laws are designed to protect the interests and rights of consumers, and ensure that the products or services provided by merchants are safe, legal and in line with consumer expectations. EULA must meet the requirements of consumers 'protection to protect consumers' interests and rights.

The active and good intention of competitive operators, because of a good competitive strategy and business ability. Grasp the market initiative and obtain the ability to procure procurement and other costs. Although it is a low -priced competition compared to other operators, if the price is still higher than the cost, the competition law should be protected and protected and should be protected and Encouraged «price competition advantages», otherwise, the «Anti-Unfair Competition Law» will be reduced to a tool for bad business competitors to fight competition.

References:

1. Wu Ing Analyze the problems and countermeasures in online shopping [J] / Wu Ind // Northern economy. – 2006 – №4.
2. Zhang Ning, Mu Chunxiang On the protection of the legitimate rights and interests of consumers in online shopping] / Zhang Ning, Mu Chunxiang // Northern Classic Ji. – 2007 – № 8.
3. Li Yu, Xuliang Wu Misunderstandings and Explanations of «Excessive Competition»: «Incremental» Thought on Anti-Monopoly Legislation in China / Li Yu, Xuliang Wu // The Chinese Economy. – 2014.
4. Boyang An Challenge in China's Digital Music Industry: How the

Protection of Music Copyright Causes Oligopoly / Boyang An. – International Journal of Music Business Research. – 2022.

THEORETICAL ASPECTS OF INDUSTRIAL LAW OF THE COUNTRIES OF EUROPE, NORTH AMERICA OF THE EURASIAN ECONOMIC UNION

Fan Jinghua

*Belarusian State University, 8 Leningradskaya str. 8,
220006, Minsk, Belarus,
fjh990506@gmail.com*

This article deals with the industrial law of Europe, North America and the Eurasian Economic Union (EAEU), through exploring and researching the concepts, nature and characteristics of the industrial law of Europe, North America and the EAEU, as well as comparative analyses with that of China, in order to explore the problems in the development process of China's industrial law and its outlook, and to conduct a multi-dimensional analysed.

Key words: Eurasian Economic Union (EAEU), Industrial Law, Intellectual Property, Copyright, Patent Law

The European Union (EU) has been working hard to create a single market and establish the principle of freedom of economic activity. EU law covers many areas such as banking, customs, trade and intellectual property, and strives to standardize regulations. Intellectual property rights, including trade secrets, patent laws, copyrights and trademarks, are critical. Trade secret and patent laws regulate research procedures and promote innovation. Copyright governs literary, artistic, musical and software creations, while trademark law controls manufacturers' rights to their products.

In a dynamic innovation environment, the EU faces legislative shortcomings in protecting intellectual property rights. Universal and national regulations are insufficient to meet this challenge. Internationally, regional organizations such as the World Intellectual Property Organization (WIPO) and the World Trade Organization (WTO), as well as the European Union, play an important role. As the main integration entity, the EU is committed to strengthening intellectual property