

Electronic consumer protection between general rules and special provisions

حماية المستهلك الالكتروني بين القواعد العامة والأحكام الخاصة

Phd. Lassoued Naoual⁽¹⁾

Students Doctorate, University of Sfax (Tunisia)
naouallassoued@gmail.com

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Abstract:

The general theory of contracts which traditionally relied on the principle of freedom of contract, experienced a long period of rigidity and stability, as this principle was considered the cornerstone for organizing contractual relations, assuming equality between the parties and granting each full liberty to conclude the contract and determine its content without external interference. However, this classical conception no longer reflects practical reality, particularly with the rapid development of economic transactions and the emergence of new forms of contracting, foremost among them electronic contracting, which is conducted remotely through non-traditional means in an environment dominated by technical complexity and an imbalance between the parties, especially between professionals and electronic consumers, who often lack technical expertise and sufficient knowledge of contractual terms. In addition, they rely on pre-formulated standard contracts that cannot be negotiated. In light of these transformations, legal scholars found themselves compelled to reconsider many classical rules of the general theory of contracts. The principle of freedom of contract has thus been constrained by a set of legal mechanisms aimed at achieving contractual balance, while legislators have enacted specific rules to regulate e-commerce and provide effective consumer protection. Consequently, the general theory of contracts has transitioned from a stage of rigidity to one of flexibility, adapting to economic and technological developments without abandoning its foundational principles, through the reformulation of its rules to achieve contractual justice.

key words: Classical rules, contractual balance, contract, consumption, consumer protection, scope of the contract, preventive and protective rules.

المخلص:

شهدت النظرية العامة للعقد، التي كانت تقليدياً تقوم على مبدأ سلطان الإرادة حالة من الجمود والاستقرار لفترة طويلة، حيث اعتبر هذا المبدأ حجر الأساس في تنظيم العلاقات التعاقدية، بما يفترض تساوي الأطراف وحرية كل منهم في إبرام العقد وتحديد مضمونه دون تدخل. غير أن هذا التصور الكلاسيكي لم يعد يعكس الواقع العملي خاصة مع التطور المتسارع للمعاملات الاقتصادية وظهور أنماط جديدة من التعاقد وعلى رأسها التعاقد الإلكتروني الذي يتم عن بعد وبوسائل غير تقليدية في بيئة يغلب عليها الطابع التقني وعدم التوازن بين الأطراف خصوصاً بين المهني والمستهلك الإلكتروني نظراً لافتقاره إلى الخبرة التقنية والمعرفة الكافية بشروط التعاقد، إضافة إلى اعتماده على عقود نموذجية معدة مسبقاً لا يملك مناقشتها. وأمام هذه التحولات وجد الفقه نفسه مضطراً إلى إعادة النظر في العديد من القواعد الكلاسيكية للنظرية العامة للعقد فقيده مبدأ سلطان الإرادة بمجموعة من الآليات القانونية التي تهدف إلى تحقيق التوازن العقدي كما وضع المشرع قواعد خاصة لتنظيم التجارة الإلكترونية وتوفير حماية فعالة للمستهلك وهكذا انتقلت النظرية العامة للعقد من مرحلة الجمود إلى مرحلة المرونة متكيفاً بذلك مع المستجدات الاقتصادية والتكنولوجية دون التحلي عن أسسها من خلال إعادة صياغة قواعدها بما يحقق العدالة التعاقدية.

الكلمات المفتاحية: القواعد الكلاسيكية، التوازن العقدي، عقد الاستهلاك، حماية المستهلك، نطاق العقد، القواعد الوقائية والعلاجية.

⁽¹⁾ Corresponding author: Phd. Lassoued Naoual,

e-mail: naouallassoued@gmail.com

Introduction:

The study of the contract of sale remains a continually evolving legal subject. Although it is historically rooted and firmly established in human transactions—owing to the stability of its rules within civil legislation—it has undergone significant modern developments in response to economic and technological transformations that have reshaped the methods of its formation and performance. Thus, the contract of sale represents a synthesis of tradition and modernity, particularly following its transition from a conventional framework to a digital environment that has revolutionized commercial exchanges.

The emergence of the contract was a natural response to the development of human¹ relations and the economic transformations experienced by various societies. It has become a regulatory legal instrument that ensures the binding force of agreements concluded between parties and achieves a balance between individual and social interests within an evolving and dynamic economic framework.

The concept of contract is closely linked to the “General Theory of Contract,” which the Algerian legislator established on the basis of the principle of freedom of contract (autonomy of will), drawing considerable influence from the French legal system. This theory codified legal acts on the foundations of equality and contractual freedom between parties. However, the new economic policy adopted by Algeria through the choice of a market-oriented economy brought about a fundamental transformation in the rules governing economic transactions. These rules came to rely on the freedom of individual initiative and the promotion of competition, which in practice enabled economically dominant actors to impose their terms on the weaker consumer, who often lacks the real opportunity to refuse or negotiate.

Consequently, traditional values that once promised freedom and equality have, in certain contexts, been supplanted by values grounded in economic power and financial influence. The principle of autonomy of will has shifted from a mechanism ensuring equality to a potential instrument of dominance exercised by the economically stronger party. This development has rendered legislative intervention necessary to restore the lost balance² in contractual relations, particularly in electronic consumer contracts, through the establishment of new legal concepts aimed at ensuring transparency, fairness, and the protection of the weaker party.

The significance of this research lies in highlighting the role of Algerian legislation in protecting the electronic consumer and restoring contractual balance in light of contemporary economic and technological transformations.

Research Problem :

To what extent are the general rules of civil law capable of protecting the electronic consumer, and to what degree is there a need to develop specific legal rules to ensure contractual balance within the framework of the digital economy?

Accordingly, the research problem may be formulated as follows:

To what extent has Algerian legislation succeeded in achieving effective protection for the electronic consumer and ensuring contractual balance in the digital environment under both general and special legal rules?

Research Methodology:

In order to address this problem comprehensively and provide a well-grounded answer, the study adopts the descriptive-analytical method. This approach enables the presentation and examination of the various elements related to the research topic, through analyzing relevant legal texts and doctrinal opinions. The study is structured into two main sections to ensure a systematic and coherent treatment of the subject matter.

Significance of the Study:

The study of electronic consumer protection has become increasingly important due to the rapid growth of digital commerce and the reliance of individuals on online platforms for daily transactions. Ensuring the rights of consumers and maintaining contractual balance between them and digital service providers is essential to protect the weaker party and guarantee fairness in electronic dealings. This study contributes to:

- 1- Clarifying the relationship between general civil law rules and special rules for protecting the electronic consumer.
- 2- Highlighting mechanisms to strengthen consumer rights in the digital environment, through both preventive and remedial legal measures.
- 3- Providing recommendations for developing Algerian legislation in line with the requirements of the digital economy.

Research Objectives:

This study aims to:

- 1- Analyze the extent to which general civil law rules protect the electronic consumer.
- 2- Identify the special rules necessary to ensure contractual balance between the consumer and the professional in the digital environment.
- 3- Determine the preventive and remedial legal mechanisms that enhance electronic consumer protection.
- 4- Propose recommendations for developing Algerian legislation in light of modern digital challenges.

Research Questions:

- 1- To what extent are general civil law rules sufficient to protect the electronic consumer?
- 2- What special rules are needed to ensure contractual balance between the consumer and the professional in electronic contracts?
- 3- How can general rules be adapted to reinforce the protection of the electronic consumer and achieve substantive equality?
- 4- What preventive and remedial legal mechanisms effectively enhance consumer protection in electronic contracts?

Research Problem:

The central research problem can be formulated as follows: To what extent has Algerian legislation succeeded in providing effective protection for the electronic consumer and ensuring contractual balance in the digital environment, given the interaction between general civil law rules and special consumer protection rules, and what legal mechanisms are most appropriate to strengthen this protection?

Section I: The Transition from General Rules to Special Rules for the Protection of the Electronic Consumer

The well-known statement “all that is contractual is just” emerged at a time when the contract was regarded, as expressed by the French jurist Alfred Fouillée³, as the product of conflicting wills and opposing interests, and where contractual justice was presumed to be achieved solely through the concurrence of the parties’ wills, without the need for legislative intervention.

However, this theoretical conception encountered practical limitations with the expansion of consumer contracts and, subsequently, the emergence of electronic contracts. A clear imbalance appeared between the consumer and the professional in terms of access to information, technical expertise, and the capacity to negotiate electronically pre-drafted terms. As a result, the formal principle of equality upon which the traditional philosophy of contract was founded was undermined. The presumption that everything contractual is necessarily fair gradually gave way to the call for substantive justice aimed at protecting the weaker party and achieving a genuine contractual balance (First Requirement).

In order to render such protection effective, it became necessary for the legislator to rely on preventive legal mechanisms designed to avert harm before its occurrence, rather than relying solely on traditional remedies that intervene only after damage has been sustained (Second Requirement), particularly given that prevention is both possible and preferable to subsequent redress.

A) From Formal Equality to Substantive Equality in the Protection of the Electronic Consumer:

The widespread use of electronic contracting has necessitated a reconsideration of traditional contractual concepts, in light of its distinctive characteristics and its association with standard-form agreements in which the consumer’s role is typically limited to acceptance without negotiation of the contractual terms. This reality calls for redefining the scope of the electronic contract and reorienting the principle of contractual freedom so that it serves the interests of the electronic consumer and contributes to the achievement of effective contractual balance.

1- Redefining the Scope of the Electronic Contract:

Article 351 of the Algerian Civil Code provides: “*Sale is a contract whereby the seller undertakes to transfer to the buyer the ownership of a thing or another proprietary*

right in exchange for a monetary price.” Accordingly, the contract of sale is considered a reciprocal contract that establishes mutual obligations between the parties: the seller is bound to transfer ownership or a proprietary right, while the buyer is obliged to pay the agreed price.

However, with the development of modern sales transactions—particularly electronic consumer contracts—the contractual environment has undergone significant transformation. Traditional concepts have consequently evolved. Article 6(1) of Law No. 18-05 on electronic commerce defines electronic commerce as: *“the activity by which an electronic supplier proposes or ensures the provision of goods and services remotely to an electronic consumer through electronic communications.”* Under this framework, the seller assumes the status of a supplier or professional trader, while the buyer is characterized as a consumer in need of legal protection.

Moreover, a new phase has emerged in the life cycle of the contract. Whereas the traditional contract was generally divided into two principal stages—formation and performance—electronic consumer contracts are now structured around three essential phases: the pre-contractual stage, the formation stage, and the performance stage.

The legislator’s recognition of the pre-contractual stage in electronic consumer contracts constitutes a fundamental protective mechanism for the consumer. This is particularly important given the risks inherent in electronic commerce, notably the absence of physical contact between the parties and the consumer’s complete reliance on the information virtually presented by the supplier. Such reliance necessitates ensuring the informed consent of the consumer, thereby protecting them both from potential professional misconduct and from their own possible impulsiveness or haste in decision-making.⁴ This position has been expressly endorsed by the Algerian legislator pursuant to Article 17(1) of Law No. 09-03 on consumer protection and the suppression of fraud, which requires all parties involved in the consumer relationship to comply with the obligation to provide information by delivering the necessary data and details to consumers.

Furthermore, Article 10 of Law No. 18-05 on electronic commerce stipulates that every electronic commercial transaction must be preceded by an electronic commercial offer. In implementation of this requirement, Articles 11 and 13 of the same law enumerate the mandatory information that such an electronic commercial offer must contain.

Accordingly, the duty to inform has evolved into a binding legal obligation whose normative force derives from the need to protect the party concerned—namely, the consumer—thereby reinforcing transparency and contributing to the establishment of substantive contractual balance in the digital environment..⁵

The significance of this stage in consumer contracts prompts us to question what follows the pre-contractual phase; in other words, when is the contract formed and where is it concluded in the electronic environment, which is characterized by the absence of a physical meeting of the parties and reliance on electronic means for the expression of

will? This raises the issue of the time and place of contract formation, which necessitates updating traditional contractual concepts in a manner consistent with the specific features of the digital environment. Legal scholarship has relied on several doctrines to determine the time of contract formation:

*** Theory of Declaration of Acceptance:**

Proponents of this view consider that the contract is formed as soon as acceptance is declared, even before it comes to the knowledge of the offeror. At that moment, the offer and acceptance coincide.

*** Theory of Dispatch of Acceptance:**

According to this theory, the contract is concluded upon the dispatch of the final and irrevocable acceptance.

*** Theory of Receipt of Acceptance:**

The contract is formed upon the arrival and receipt of the acceptance by the offeror, whether or not the latter becomes aware of its content.

*** Theory of Knowledge of Acceptance:**

This theory maintains that the contract is concluded upon the actual knowledge of the offeror of the acceptance, since contractual formation is based on the principle that the expression of will produces its legal effect only at the moment the offeror becomes aware of such expression.

⁶This is the doctrine adopted by the Algerian legislator through Article 67 of the Algerian Civil Code, which provides that a contract concluded between absent parties is deemed to have been formed at the time and place where the offeror becomes aware of the acceptance, unless there is a legal provision or agreement stating otherwise. It is presumed that the offeror becomes aware of the acceptance at the time and place where the acceptance reaches him.

As for the place of conclusion, the legislator has relied on the legal domicile of the electronic supplier. If the supplier has more than one clearly identifiable place of business, the relevant place shall be the one most closely connected to the transaction concerned. If it is not evident from the transaction which place of business is most closely related to it, reference shall be made to the supplier's principal place of business.⁷ If the supplier does not have a place of business, reference shall then be made to his habitual place of residence.⁸ Thus, the time of contract formation has shifted from the moment when offer and acceptance coincide orally or in writing to the moment when acceptance is recorded within the offeror's electronic system, whether by clicking the approval button, entering a confidential code, or affixing an electronic signature.

As for the place of formation, whereas it was traditionally determined as the place where the offer was issued or to which the acceptance was addressed, it has now become the legal domicile of the electronic supplier.

However, such formation is not considered final merely upon the meeting of the two wills through the electronic medium. Rather, it remains subject to a new legal

mechanism consisting in granting the consumer a period for reflection and reconsideration, along with the possibility of withdrawal within a maximum period of seven days, in accordance with Article 14 of Executive Decree No. 18-112.

Accordingly, the contract is not deemed fully complete until the expiry of the cooling-off period without the consumer exercising the right of withdrawal. This has created a precise distinction between a contract that is definitively concluded in terms of the concurrence of wills and a contract that is complete in terms of the stabilization of its legal effects and its entry into the performance stage.

As for the performance stage, it has likewise generated a new scope for electronic contracts compared to traditional contracts, whether with regard to the delivery of tangible goods or the provision of services and digital content directly via the internet. Electronic payment has thus become the primary means of fulfilling the financial obligation.

Moreover, the protection of personal data has extended even beyond the performance of the contract, given the nature of the continuous processing of such data within the digital environment. The electronic supplier is also bound by the obligation of conformity when offering any product for consumer use, whether in its narrow sense—namely, compliance with technical regulations and legal specifications—or in its broader sense, which entails the obligation that the product conform to the legitimate expectations of the consumer in terms of its nature, manufacture, and essential characteristics.⁹

The new scope of the performance stage has also extended to include the obligation to ensure product safety, particularly within the digital environment, especially with respect to digital products, digital content, and software programs that may involve technical risks which the consumer is unable to detect either before or even during the performance of the contract.

Accordingly, the electronic contract combines a technical dimension that facilitates the contracting process with a legal dimension that seeks to achieve a balance between the supplier's rights and consumer protection. This same rationale has justified the restriction of contractual freedom.¹⁰

2- Limiting Contractual Freedom for the Protection of the Electronic Consumer:

The prevailing legal philosophy in classical doctrine is founded on the premise that the individual is the center of the legal system and that justice is achieved through the freedom of individuals to contract without legislative or supervisory intervention. However, the evolution of contract theory from an individualistic conception to a social conception has revealed that contractual freedom alone is no longer sufficient to ensure contractual justice. Practical realities have demonstrated an imbalance in the positions of the contracting parties. Consequently, the legislator has shifted from a philosophy centered on respect for individual autonomy to one aimed at safeguarding the social interest.

This orientation was notably advanced in French legal scholarship, particularly by Leon Duguit, Maurice Hauriou, and Raymond Saleilles, who advocated restricting the

principle of autonomy of will and subjecting it to considerations of justice and public interest. From this perspective emerged the concept of protective economic public order, which justifies legislative intervention by the State to regulate the content of the contract, to supervise contractual practices, and to prohibit refusal to contract without legitimate justification. This is reflected in the legislator's dominance over contractual content and the prohibition of refusal to contract.

*** Legislative Dominance over Contractual Content:**

Consumer legislation has embodied the principle of public order in consumer relations as a modern manifestation of the concept of public order through the legislator's mandatory control over the content of this relationship, thereby limiting the autonomy of the contracting parties, particularly the will of the professional party as the dominant will in the consumer relationship. Legislative intervention in consumer relations constitutes one of the most significant manifestations of protective public order through the substitution of the legislative will for the will of the parties to the consumer relationship and the imposition of a set of newly established mandatory legal obligations.

¹¹and protective in nature, restricting the freedom of the economic operator and reinforcing the protection of the weaker party. Thus, the content of consumer relationships is no longer a matter governed by autonomy of will, but is instead subject to contractual direction predetermined by the legislator. ¹²The prior determination of the content of the contract constitutes one of the mechanisms that may be relied upon to achieve contractual balance within the consumer relationship and in the competitive market. However, it also contributes to the further decline of the principle of autonomy of will in shaping the contractual relationship. ¹³ Consumer relationships have likewise become subject to contractual direction, such that the role of will has become purely formal, limited to adhering to the model predetermined by the legislator ¹⁴or to complying with the pre-established contractual terms, thereby imparting new substantive and procedural dimensions to the consumer relationship in order to protect the electronic consumer.

*** Prohibition of Refusal to Contract:**

One of the most prominent aspects of contractual freedom is the parties' ability to freely choose to enter into a contract, including the freedom to conclude or to refrain from contracting, as well as to determine the content of the contract according to their own will.¹⁵ Meanwhile, Article 15 of Law No. 04-02 provides: *"Any goods displayed to the public are deemed to be offered for sale; it is prohibited to refuse to sell a good or provide a service without legitimate justification if the good is offered for sale or the service is available..."*¹⁶

This constitutes a form of compulsory contracting, which is contrary to the principle of contractual freedom under general rules. ¹⁷As it restricts the professional's freedom both in deciding whether to contract and in choosing the person with whom to contract, thereby imparting an objective character to contractual relationships and distancing them from a purely personal nature..¹⁸

B) From Remedial Rules to Preventive Rules for the Protection of the Electronic Consumer:

What characterizes the current situation is the noticeable evolution in the behavior of the modern consumer, resulting from the economic and technological transformations experienced by societies. Today, the consumer is influenced not only by the material need for goods and services but also by symbolic and cultural desires shaped by advertising and the media. Accordingly, consumption has shifted from objective motivations aimed solely at meeting basic needs to subjective motivations linked to the individual's symbolic and cultural desires.

Accordingly, the principle of consumption has expanded, and in light of these transformations, it has become necessary to consider methods of consumer protection—particularly for electronic consumers—to enable them to make informed and deliberate decisions, especially in the face of the overwhelming influx of commercial advertising on websites.¹⁹

The legislator has sought to achieve a balance between the legal reality of obligations and the rights of the parties through rules governing consent, which reflect the consumer's awareness of their rights and the supplier's duty of transparency and clarity. For the contracting parties' will to be valid as a basis for legal obligation, consent must be free and free of defects. If the will of one of the parties is flawed, they are entitled to request annulment of the contract and restitution of their rights.

However, in principle, the consumer entering into a contract does not aim to annul it but rather to obtain goods or services. Consequently, the legislator has sought to adopt preventive solutions instead of relying solely on remedial measures, which may sometimes be difficult to apply. These preventive measures aim to protect the consumer and ensure contractual stability by prohibiting misleading advertising and granting a period for reflection and reconsideration before concluding the contract.

1- Regulation of Advertising to Protect the Consent of the Electronic Consumer:

Commercial advertising in our era constitutes a distinctive and significant tool for marketing and selling goods and services.²⁰ and significantly influencing their convictions, as it constitutes the primary source of information that the consumer receives about products and services, to the extent that they rely on it when deciding whether or not to purchase a particular good.²¹ Advertising is no longer merely a form of promotion; it has become a legal and economic act with a direct impact on consumer consent, given its role in guiding their choices and shaping their position regarding contracting. This dual role of advertising, which combines information and influence, requires the legislator to regulate it carefully so that it serves as a means of informing rather than a tool for deception.

The legislator defined advertising in Article 3(3) of Law No. 04-02 on commercial practices as: *“any announcement aimed directly at promoting the sale of goods or services, regardless of the place or means of communication used.”* Electronic advertising, in turn, is defined in Article 6(6) of Law No. 18-05 on electronic commerce

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as: “any announcement aimed directly or indirectly at promoting the sale of goods or services via electronic communications.”

To ensure that advertising remains within its legal limits as a means of information rather than a tool for deception, the legislator imposed a set of conditions and requirements in Articles 30 to 34 of Law 18-05, which must be met for every electronic advertisement:

- It must be clearly identified as a commercial or advertising message.
- It must allow the identification of the person for whom the message was intended.
- It must not violate public morals or public order.
- It must clearly specify whether the offer includes discounts, bonuses, or gifts, especially if the offer is commercial, competitive, or promotional.
- It must ensure that all conditions required to benefit from the commercial offer are neither misleading nor ambiguous.

Thus, an electronic supplier cannot engage in electronic commercial advertising unless they comply with the conditions for practicing electronic commerce, including registration in the commercial register or the register of traditional industries and crafts, and the publication of a webpage or website hosted in Algeria with a *.com.dz* domain, along with providing means to verify the authenticity of the site.²²

The legislator also established the National Registry for Electronic Suppliers, which includes electronic suppliers registered in the commercial register. Electronic commerce cannot be conducted without first registering the domain name. ²³ Requiring the supplier to comply with these conditions enables the State to monitor commercial activity and, consequently, the consumer, allowing the consumer to identify the supplier with whom they are dealing. It also obliges the supplier to implement an electronic system that allows the consumer to opt out of any advertising.²⁴ It also prohibits any advertising or promotion of prohibited products or services, as established by the European Convention on Electronic Commerce.

2- Reflection and Cooling-Off Period to Protect the Electronic Consumer:

Consumer contracts are based on the presumption of inequality between the contracting parties, due either to informational weakness or the rapid pace of commercial transactions, which can overwhelm the consumer’s ability to reflect and make a conscious decision. Although the legislator requires the supplier to provide all essential information related to the product or service, the consumer is granted an additional safeguard against the risks of haste and advertising influence through the provision of a reflection and cooling-off period. This is because the consumer’s will may be confused or unstable due to promotional enticements, without rising to the level of traditional defects of consent as recognized under civil law. Accordingly, the reflection period restores contractual balance and protects the consumer under impulsive conditions.

The reflection period is defined as: *“granting the consumer a specific period of time before being finally bound by the contract, during which the consumer must maintain their offer for a set duration and cannot withdraw their acceptance. This allows the consumer to read the contract calmly and assess its suitability; if they find it beneficial, they proceed with the remaining steps of the contract, but if not, they may desist from concluding the contract.”*

²⁵ At the level of Algerian legislation, there is no explicit provision establishing a “reflection period” as a separate pre-contractual mechanism in electronic contracting, as is the case in some comparative legislations. However, the legal basis for this period can be inferred implicitly from the protective framework established by the Electronic Commerce Law No. 18-05, which rests on three legislative pillars that logically give rise to the reflection period from the spirit of the texts, even in the absence of an explicit verbal provision.

The first pillar consists of the obligation of prior information as stipulated in Article 5 and the following articles. ²⁶ The legislator obliges the supplier to provide the electronic consumer with accurate and complete information regarding the characteristics of the product or service, its price, delivery conditions, and the modalities of contracting. The implication of this obligation is that the consumer requires a sufficient period of time to assimilate this information; otherwise, the purpose of requiring the supplier to disclose it would be defeated.

The second pillar is evident through the provisions on electronic offers set forth in Article 10.

²⁷ From the same law, which requires that the commercial offer be clear, storable, and include all essential information. This means that the supplier is obliged to keep the offer available and fixed for a period of time that allows the consumer to pause and reflect before accepting, reflecting an implicitly derived reflection period within the structure of the offer. The third pillar is embodied in the ordering phase, as set out in Article 12.

²⁸ Which strengthens the logic of preventive protection and confirms that the consumer needs additional time to review their will before being finally bound, making the establishment of a reflection and cooling-off period a natural extension of Article 12, which also guarantees the right of withdrawal after the contract is concluded, as both share the same purpose: protecting the consumer’s will and ensuring the stability of their decision.

In light of these pillars, it becomes clear that the reflection and cooling-off period in Algerian legislation is not explicitly provided for but is implicitly derived through an integrated system aimed at restoring contractual balance in electronic contracting and enabling the consumer to make a conscious and informed decision before being finally bound by the contract.

Although the reflection and cooling-off period is implicitly inferred from Articles 5, 10, and 12, Article 12 represents an explicit mechanism for withdrawal after the contract during a specified period without the need to provide reasons. This highlights the

distinction between the reflection period and withdrawal: the former is preventive and pre-contractual, aimed at enabling the consumer to pause and assimilate information before committing, with the obligation to maintain their offer throughout the reflection period, allowing the consumer to assess the offer objectively; the latter is remedial and post-contractual, aimed at allowing the consumer to reconsider their will after the contract has been concluded and granting the right to terminate the contract unilaterally without any penalty on prior obligations.

The legislator does not view electronic contracting as an instantaneous process completed merely by the meeting of offer and acceptance, but rather as a gradual temporal process in which the consumer's will develops progressively through successive stages. The will is not fully formed from the outset but becomes clear gradually through stages explicitly imposed by the legislator, starting with prior information, then the controls on the commercial offer, and finally the regulation of the ordering phase, which justifies granting the consumer time to reflect before being finally bound by the contract.

Section II: Retaining and Adapting General Rules to Enhance the Protection of the Electronic Consumer

Equality is the goal of all legislation and laws, and it is the principle from which approaches to regulating contractual relationships are derived. Within the framework of traditional obligations theory, the principle of autonomy of will is based on the assumption of party freedom and equality of legal positions, justifying leaving contract regulation to their free will. However, consumer laws are based on a different assumption: the absence of equality and the existence of a clear imbalance between the consumer and the supplier. This has led the legislator to adopt a new ethical conception of the contract, focused on protecting the weaker party through protective public order rules and striving to achieve social benefit and contractual justice.

From this perspective, the legislator moved from merely applying general rules based on freedom of contract and equality of the parties to establishing special rules more suited to the nature of the relationship linking the consumer to the supplier. Thus, the contract is concluded and executed in good faith, generating new obligations, the most important of which are transparency and integrity in dealings (First Requirement). This development is not limited to substantive rules but also extends to adapting sanctions in a manner that serves contractual justice (Second Requirement). Accordingly, the protection of the electronic consumer today follows a dual path: retaining and developing the general principles of law to align with the peculiarities of the digital environment on the one hand, and establishing special rules on the other.

A) Strengthening the Professional's Obligations to Protect the Electronic Consumer:

Transparency and integrity constitute the most important professional obligations imposed on the digital environment and commercial activity within it, due to the specific nature of electronic contracts and their formation, which occurs remotely without the simultaneous physical presence of the parties. This places the consumer in a position of

informational weakness due to the imbalance in information and the control of the professional over contract data, presentation, and execution methods, making the full application of transparency and integrity essential.²⁹ By moving from traditional general duties to precise and specific professional obligations, the supplier is required to provide clear, truthful, and non-misleading information, free from disguised inducements, thereby ensuring that the electronic consumer forms an informed will.

1- Transparency as a Fundamental Mechanism for Protecting the Electronic Consumer:

Transparency³⁰ In the legal and contractual context specifically, transparency means openness and clarity. It requires honesty, the absence of lying or deception, and that the will of the contracting party aligns with their intention when forming the contract. When this is achieved, the negotiator forming the contract can make an informed decision about all aspects of the matter under negotiation.

In addition to what has already been mentioned—that transparency encompasses honesty, clarity, and the absence of falsehood—it also includes the duty to disclose essential information necessary for the formation of the other party’s will, ensuring that the other party does not act in ignorance or error during contract formation. Failing to provide the necessary information constitutes a breach of transparency and honesty.³¹ The principle of transparency in electronic commerce contracts is embodied through several obligations:

*** Information Disclosure:**

The obligation to provide information is one of the most important rules governing consumer protection. The offer must be precise, clear, and understandable, including all mandatory data related to the contract. This obligation is particularly significant for the supplier, as the burden of proof lies with them to demonstrate compliance with this duty.³²

The Algerian legislator has addressed the obligation of information disclosure through various texts regulating contracts and electronic commercial platforms. Article 4 of Law No. 04-02, which sets the rules applicable to commercial practices, obliges the seller to inform customers of the prices and descriptions of goods and services, as well as the terms of sale. Similarly, Article 17 of Law No. 09-03 on consumer protection and fraud prevention requires every trader to provide the consumer with all information related to the product they offer for consumption.

This approach was further reinforced in the field of electronic transactions through Article 10 of Law No. 18-05, which mandates that every electronic commercial transaction be preceded by a commercial offer and documented by an electronic contract approved by the electronic consumer. Additionally, Article 3 of Executive Decree 13-378 specifies the minimum elements of information that must be provided to the consumer, requiring the supplier to disclose data related to commercial identity, characteristics of goods and services, payment methods, delivery terms, and procedures for exercising the right of withdrawal, making proper disclosure a fundamental condition for the validity and integrity of electronic contracting.

*** Supplier Identification:**

In addition to the obligation of information disclosure, the Algerian legislator requires the electronic supplier to provide accurate information about the seller's identity and contact details by registering in the national electronic commerce registry before engaging in activity. This ensures verification of the supplier's identity and monitoring of their activity, protecting the consumer from dealing with an unknown party.³³

The law also requires the supplier to hold a commercial register or a register of traditional industries, depending on the type of activity, to ensure that the supplier operates legally. This enhances consumer confidence and credibility and reduces the risks associated with dealing with an unknown or non-compliant party.

*** Protection of Personal Data:**

Every commercial transaction conducted through electronic means involves the consumer providing a set of personal data. To protect this data, the legislator established a legal framework through Law 18-07, obliging the data controller to comply with several duties, the most important of which is:

Information Disclosure: ³⁴It is essential to recognize the data subject's right to be informed by the holder of their personal data or by its users, so that they are not subjected to a violation of their privacy without their knowledge.³⁵

* The direct exploitation of databases, often held by telecommunications operators, is prohibited.

³⁶With the aim of broadcasting targeted advertising, this is addressed by the legislator in Article 37 of Law 18-07.

*** Purpose Limitation:** The use of personal data for purposes other than those for which it was collected is prohibited, in order to maintain the confidentiality of information and protect individuals' rights. ³⁷ Article 3, paragraph "b," stipulates that the data must be appropriate and relevant to the purpose for which it was collected (Article 7, paragraph "c").

The legislator also required that the retention of personal data be limited to a specified period not exceeding what is necessary to achieve its purpose (Article 9, paragraph "e").

Thus, the protection of personal data is not merely a complementary technical measure but represents a central mechanism for ensuring transparency in electronic contracting. It enables the consumer to know the fate of their data, control the scope of its use, and prevents exceeding the limits of legality and necessity, thereby enhancing trust in the digital environment and consolidating legal and transactional security for the e-consumer.

*** Right of Withdrawal:**

The right of withdrawal grants the e-consumer a period to reconsider and retract their consent if the product proves incompatible with their expectations. Since these contracts are often concluded under the influence of electronic offers—characterized by

visual inducements, speed, and persuasive information—most legislations have granted the contracting party the opportunity to pause and reflect after the conclusion of the contract.³⁸

What constitutes an exception to the principle of contractual binding is enshrined in Algerian legislation under Article 23 of Law No. 18-05, which grants the consumer the ability to determine the legal period for exercising the right of withdrawal under the conditions specified by law. This right, therefore, enhances transparency in electronic contracts.

*** Electronic Payment:**

Although essentially a technical mechanism, electronic payment serves as an effective tool to enhance transparency in e-transactions. It allows the consumer to instantly access key financial elements of the transaction, such as the amount paid, transaction date, and the beneficiary. With this information, the consumer can track payments and ensure their accuracy, reinforcing trust in the digital environment and creating self-monitoring of transactions. Hence, electronic payment becomes a more reliable option in the context of online contracting.

2-Second Branch: Developing the Duty of Integrity to Protect the E-Consumer

The duty of integrity is a long-standing obligation in contractual dealings. However, the evolution of modern consumer contracts, characterized by imbalance, has compelled the legislator to strengthen this duty by imposing additional obligations on the supplier. This enhances honesty, fairness, and equality in the contract, aligns with commercial ethics in the digital environment, and safeguards the rights of all parties. The principle manifests in several elements:

*** Commitment to Truthfulness in Electronic Advertising:**

E-commerce transactions are often preceded by advertising or promotional campaigns online to market products and services. The legislator defined electronic advertising in Article 6 of Law 18-05, emphasizing that the e-supplier must present the product's benefits truthfully to promote it. Overstatement or lack of objectivity can impair the consumer's contractual will and negatively affect fair competition. Algerian law, through Article 30 of the same law, ensures that the conditions in an electronic commercial offer are not misleading or false, thereby establishing a prohibition against deception. This framework can be further enhanced using AI algorithms to automatically detect misleading advertisements, improving monitoring efficiency, protecting consumer rights, and preserving fair competition.

*** Fair Offer:**

Contracts rely on the principle of balance between reciprocal obligations. However, this balance is often disrupted in the digital environment due to technical complexity, speed of conclusion, and the use of pre-prepared contract templates, which prevent the consumer from negotiating the terms.³⁹ The manifestations of unfairness in this context are not limited to the mismatch between the actual value of the product and its price; they also extend to a new form arising from the algorithmic design of sales

platforms or the use of the consumer's personal data to direct their contractual will. Fairness in electronic offers is measured not only by a reasonable price but also by the quality of the contractual environment in which the offer is presented, to prevent exploitation and abuse. Legal protection against unfair terms represents the most widely adopted approach in modern legislation to address the economic vulnerability of the consumer and restore balance to contracts in which they are a party.⁴⁰ The concept of financial proportionality has expanded to encompass the principle of preventing unfair terms, as an extension and development of the general rules and in response to the specificities of the modern digital environment. This confirms that the protection of the e-consumer is not limited solely to financial or material aspects but also includes safeguarding the contractual environment itself, ensuring the emergence of a free and balanced will.

*** Safe Product:**

The default expectation is that a product should conform to what was agreed upon in terms of type, quality, and characteristics. However, the significant advancements in modern manufacturing technologies have demonstrated the inability of traditional rules to keep pace and address this progress, necessitating the development of general rules to accommodate these changes.⁴¹ The enormous technological and scientific progress in the fields of production and marketing has led to a shift by expanding the scope of obligations imposed on the supplier, incorporating the obligation of **product safety** as one of the essential obligations that must be respected before offering any good or service in the market, whether physical or digital. Thus, the concept of safety has evolved from being a limited application within the framework of liability under the general rules established by civil law, according to the doctrine of defects of will and hidden defects.

⁴² The obligation has thus evolved into an **independent duty** requiring the supplier to take all necessary measures to ensure consumer safety. Although the Algerian legislator did not explicitly address product safety in the Electronic Commerce Law, it was addressed in the Consumer Protection Law No. 09-03 through **Article 3/5**, which obliges the supplier to guarantee the safety of the products and services offered in the market. This obligation extends to the digital environment as a natural extension of the traditional market.

B) Expanding the Scope of Sanctions to Protect the Electronic Consumer:

Contract performance is the core of the legal relationship between the parties and constitutes both a legal and ethical duty, requiring respect for commitments and undertakings. Within the framework of consumer protection, the Algerian legislator has established clear mechanisms to ensure full compliance with obligations, along with diverse sanctions proportional to the degree of breach, whether related to physical or digital products.

With the significant development of contractual relations in the consumer field, the legislator expanded the legal framework beyond the general rules of civil law to include **special provisions** that account for the particularity of consumer contracts, especially

electronic contracts. Additionally, the legislator has developed civil sanctions to include administrative, financial, and sometimes criminal penalties, as set out in **Article 10 of Law No. 09-03**, enhancing consumer protection. Thus, the legislator did not rely solely on general obligations but adapted them, introduced special rules, and even created new institutions and procedures, consolidating the principle of faithful performance of obligations and achieving contractual justice.

1- Diversification of Civil Sanctions to Ensure the Protection of the Electronic Consumer:

With electronic contracts, new forms of civil sanctions have emerged to account for the specifics of the digital environment. Among the most important types of new civil sanctions is the distinction **from absolute nullity to relative nullity**. Nullity is a legal sanction resulting from the breach of one of the contract conditions and represents one of the essential tools to protect the weaker party, particularly the consumer.⁴³ In **civil law**, nullity was traditionally understood as **absolute** whenever a violation affected one of the essential pillars of the contract, such as the parties' capacity or consent. However, legislative developments in the field of consumer protection have modified the nature of nullity to take multiple forms, including **relative nullity** and even **partial nullity** in cases of abusive clauses.

In the context of **electronic contracts**, **Law No. 18-05** introduced mechanisms to protect the digital consumer. **Article 14** provides the consumer with the right to request annulment of the contract if the supplier breaches their obligations, such as providing unclear or inaccurate information in the electronic offer. In cases of **abusive clauses**, the judge may, according to **Article 110 of the Algerian Civil Code (C.C.A.)**, assess whether a clause in the contract is abusive and may modify it to achieve equality of power between the economic actor and the consumer, or exempt the latter from it in accordance with the principles of justice.⁴⁴

Nullity is also closely linked to the formal requirements of the contract, as the documentation of electronic contracts and the inclusion of essential data in the digital commercial offer constitute conditions for the contract's validity. The absence of such data or the provision of false information may lead to partial or relative nullity of the contract, depending on the importance of the information to the consumer's consent.

Accordingly, nullity is no longer merely a traditional sanction for breaching an essential element of the contract, but rather a dynamic and graduated tool to protect the consumer in both traditional and electronic contracts. This nullity ranges from absolute to relative and partial, ensuring contractual justice and balancing the power between the parties.

- Evolution of the Warranty System in Electronic Contracts

Warranty constitutes one of the most important civil sanctions recognized by the legal system and has itself undergone significant development, shifting from traditional rules to special rules providing greater protection for the electronic consumer. While warranty in general rules was based on hidden defects and exposure, according to Articles 371 and 379 of the Algerian Civil Code (C.C.A.), modern legislation—particularly Law

18-05—established a new obligation encompassing conformity guarantee and product safety guarantee, which are core elements of electronic consumer protection.

Article 27 of Law 18-05 enshrines the principle of conformity, obliging the supplier to provide a product that matches the information and technical characteristics displayed on the electronic platform and the specifications announced in the digital advertisement. This obligation carries two meanings:

- The first meaning relates to the mandatory conformity of the product with technical regulations and legal specifications, which falls within the narrow sense of conformity.
- The second meaning entails the mandatory conformity of the product with the legitimate expectations of the consumer regarding its nature, manufacture, and essential features, which constitutes the broad sense of conformity.

⁴⁵This constitutes an objective obligation that does not depend on proving the supplier's fault; it is sufficient to demonstrate the non-conformity of the product with the information provided at the time of contracting. The legislator did not allow the inclusion of any clause limiting this warranty or exempting the supplier from liability, which represents a clear development compared to the restrictions previously set in the Civil Code.

As for the safety warranty, due to the inability of traditional rules to keep pace with the massive technological and scientific advancements in production and marketing, and to address the scale of damages affecting the consumer's health and property, new obligations were imposed to ensure comprehensive consumer protection.

⁴⁶The legislator has obliged the supplier to provide this warranty as addressed in Articles 24, 25, and 26 of Law No. 18-05, considering it an independent obligation that requires the supplier to ensure a product is physically, materially, and technically safe, posing no risk when used according to its nature. This warranty is, in turn, an objective obligation imposed by law, given that the electronic consumer does not physically inspect the product before purchase, necessitating a higher level of safety at delivery and use. Thus, the Algerian legislator expanded the scope of the civil sanction represented by the warranty, transitioning from a traditional limited warranty in the Civil Code to a broad warranty under Law No. 18-05, aimed at protecting the consumer against non-conformity and safety risks while preventing any contractual clause exempting the supplier from liability. This transformation forms part of the legislative policy designed to enhance trust in electronic transactions and establish effective consumer protection in the digital environment.

Regarding abusive clauses, the Algerian legislator established special protection for the electronic consumer by regulating clauses that may appear in distance contracts, recognizing that this type of contract places the consumer as the weaker party subjected to pre-imposed conditions that they cannot negotiate. Law No. 18-09 on Consumer Protection and Commercial Practices and Law No. 18-05 on Electronic Commerce

provide a strict legal framework criminalizing any clause that affects contractual balance or limits fundamental consumer rights. Article 14 of Law 18-09 stipulates that any clause seeking to exempt or limit the supplier's liability is null and void, especially if it affects safety, warranty, or the right to accurate information. Article 15 considers clauses imposed on the consumer without effective access as abusive, particularly in electronic contracts that rely on click-through acceptance, while Article 21 of Law 18-05 prevents suppliers from including any condition that diminishes the consumer's legal rights regarding product safety, conformity warranty, withdrawal period, or personal data protection. These clauses are considered void without requiring proof of damage or bad faith, and the Algerian legislator empowers the judge to modify or partially annul abusive clauses when total annulment would compromise contract stability. The judicial role has thus become more flexible, allowing courts to monitor clause clarity and balance interests while considering the electronic consumer's position, often contracting hastily and without technical understanding. This evolution broadens the concept of abusive clauses to include any term that creates a clear imbalance in party obligations, regardless of wording or digital format.

Regarding formality, the Algerian legislator has given formal requirements in electronic contracts a protective function beyond their traditional evidentiary role, making them a tool for regulating contractual relations and preventing technological abuse. Unlike traditional contracts, electronic contracts rely on non-physical data exchange and are often concluded rapidly and automatically without party presence, exposing consumers to risks of ignorance or error regarding contract content. Law 18-05 established a strict formal framework to ensure consumer satisfaction and clarity of contractual terms. Article 18 requires all electronic transactions to be recorded in an electronically storable and retrievable document, considered a condition for transaction validity, making failure to comply a basis for partial annulment due to lack of informed consumer consent. Article 10 obliges the supplier to present the offer in a visible, readable, and comprehensible format, including all essential information on supplier identity, product specifications, final price, and delivery costs. Electronic writing thus functions as a pre-contractual disclosure mechanism, without which the contract cannot be concluded, reflecting the shift of formality from an evidentiary to a protective role. Additionally, Article 15 requires suppliers to provide a mechanism for consumers to electronically confirm contract acceptance, allowing review of terms and order details before finalization, consistent with international click-through standards. Formality in electronic contracts has therefore become a central element in consumer protection, where any defect may result in partial invalidation of unclear clauses or contract nullity if formal safeguards ensuring consumer awareness are absent.

The product safety obligation is defined as a duty requiring every product to have adequate guarantees against risks that may harm the consumer or damage their material interests. This obligation applies to all actors involved—producers, manufacturers, or

sellers—who must ensure compensation for any resulting harm or bear the penalties prescribed by law.⁴⁷

The Algerian legislator addressed product safety in Article 3/15 of Law No. 09-03, emphasizing "the pursuit of optimal balance among all relevant factors to minimize injury risks within the limits permitted by work." Accordingly, a safe product is one that, under normal or reasonably expected use, poses no risk to the consumer's health or safety.

6/ Administrative Measures Traditional sanctions are no longer sufficient to address the increasing risks associated with electronic contracts, particularly given the evolution of digital fraud and the rise of misleading commercial practices on electronic platforms. Consequently, the Algerian legislator has reinforced consumer protection by expanding the scope of administrative measures that competent authorities may take once a risk to the economic system or consumer health and safety is identified. These measures are preventive and immediate, implemented without waiting for a judicial ruling, aiming to protect consumers from harmful products or practices before damage occurs or worsens.

Law No. 09-03, reinforced by Law No. 18-05, grants authorities wide-ranging powers, including:

Product withdrawal or temporary suspension: Competent authorities, particularly anti-fraud services, may withdraw or suspend the sale of a product if it is found to pose a risk to consumer safety or if it is offered in violation of electronic offer regulations (Article 13 of Law 09-03).⁴⁸ Difficulty in controlling the source of the product and rapid consultations:

Administrative closure of the store or digital space:

The legislator allows the administrative authority to issue temporary or permanent closure orders when it is established that the supplier is conducting electronic sales without complying with essential obligations, such as failure to register in the electronic commercial registry, omission of mandatory data, or offering non-compliant or unsafe products (Article 26, Law 18-05). In the digital environment, closure extends beyond physical stores to websites and online platforms.

Administrative seizure:

The administration may seize goods suspected of non-compliance or safety risks, or those lacking mandatory information, according to Articles 34 to 38 of Law 09-03. Seizure is an effective tool to prevent the circulation of dangerous products before triggering civil or criminal liability.

Requiring the supplier to correct the electronic offer:

The law authorizes the administration to order the supplier to revise commercial or technical information on the website if it is incomplete or misleading, as clarity of the offer is an essential condition for forming an electronic contract (Articles 10 and 11, Law 18-05). This measure represents a key form of modern electronic sanction because it directly targets digital transparency.

Market withdrawal or final destruction of the product:

If a product poses a serious risk to consumer health, the administrative authority may issue orders for destruction. This exceptional measure is provided under anti-fraud legislation to protect public safety (Article 64, Law 09-03). These mechanisms show that administrative measures have become an integral part of the expanded civil sanctions system, acting as the first line of defense before judicial intervention and reflecting the Algerian legislator's shift from a traditional compensatory system to a modern preventive system, in line with the fast-paced nature of e-commerce.

7/ Judicial Measures:

In addition to the preventive and deterrent role of administrative authorities, the Algerian legislator grants the judiciary a central role in protecting electronic consumers through judicial measures that the judge may take whenever a supplier violates legal obligations. These measures translate theoretical protection into effective protection that restores balance to contractual relationships. Law 18-05 on consumer protection and anti-fraud allows the judge to annul contracts or abusive clauses if failure to respect disclosure or transparency obligations affected consumer consent. Article 113 explicitly permits the court to cancel clauses that disturb contractual balance or deprive the consumer of basic rights.

The legislator also empowers judges to enforce specific performance, such as requiring the supplier to remedy defects or provide the consumer with a replacement product if non-compliance or safety issues are proven (Articles 28, 29, 30, Law 09-03 on product safety). Additionally, judges may award civil damages for material or moral harm resulting from misleading information or defective services, in accordance with general liability rules (Article 124, Civil Code). The legislator further allows judges to adopt urgent measures, such as suspending the sale of a product or withdrawing misleading online advertisements until the dispute is resolved, consistent with provisional measures under civil and administrative procedure law. In this way, the judiciary serves as the ultimate safeguard, ensuring effective protection for electronic consumers against any practices that may compromise their rights or safety.

2- Strengthening Civil Sanctions through Criminal Penalties to Ensure Effective Consumer Protection:

It is evident that Algerian legislation, through Law No. 09-03 on Consumer Protection and Anti-Fraud, along with subsequent regulatory provisions, aimed to establish a dual protection system: a civil framework ensuring contractual obligations and procedures, and a criminal framework ensuring deterrence and compliance. Ordinary civil acts such as sales, purchases, or service provision, which were traditionally governed solely by civil law, are now subject, in the consumer context, to additional requirements (duty to inform, safety obligations, warranties, conformity, etc.). Consequently, the consumer is no longer limited to seeking compensation or contract rescission; criminal prosecution can also be pursued against the professional.

Under this law, professionals are subjected to strict pre-contractual obligations, including informing consumers of product specifications, contractual conditions, and their

own identity, as well as ensuring product safety and quality. While these obligations primarily fall within the contractual and civil law framework, Law No. 09-03 classifies breaches—such as fraud, misleading sales, false or deceptive advertising, or offering non-compliant or unsafe products—as criminal offenses, punishable by fines, other penalties, or even imprisonment, and may include product seizure from the market.

Furthermore, the legislation allows, in certain cases, for what is known as a “settlement fine,” providing flexibility in enforcement while maintaining consumer protection.⁴⁹ As a mechanism for resolving criminal disputes between the operator and the authorities, instead of formal judicial proceedings, the law allows for the payment of a predetermined financial fine. This reflects the legislator’s intent to balance criminal penalties with procedural flexibility.

This overlap between civil sanctions (post-contractual obligations) and criminal sanctions (fraud, deception, breach of warranty or safety obligations) illustrates the philosophy of consumer protection, which extends beyond a mere contractual relationship. It constitutes protection of a public interest that requires state intervention, supervision, and effective deterrence. In this sense, examining the impact of consumer protection law on civil law is no longer a matter of conflict or competition; rather, it is a partnership between civil law, which provides general contractual regulation, and consumer protection law, which governs the consumer environment and reinforces it with punitive measures in cases of breach, thereby enhancing the effectiveness of civil rules and ensuring actual consumer protection.

Conclusion:

In summary, the integration of civil law and consumer protection legislation—with its civil and criminal provisions—reflects a “hybrid” legislative approach, combining civil and criminal sanctions not as opposites but as complementary mechanisms to safeguard consumer rights and prevent harmful practices.

Consequently, it is no longer scientifically acceptable to analyze the relationship between consumer law and civil law, particularly sales contracts, solely through a lens of conflict or exclusion, even in light of the transformations introduced by e-commerce. While some legal scholars have portrayed this relationship as one of dispute and collision, legislative developments—especially with the emergence of electronic sales contracts—demonstrate a functional integration and legislative interaction between civil law, consumer law, and e-commerce law.

The sales contract, as the general framework for reciprocal agreements, remains primarily governed by civil law provisions. Meanwhile, consumer protection rules, supported by e-commerce legislation, regulate a specific category of remote contractual relationships between consumers and professionals in a digital environment. Although these specialized laws contain protective and exceptional provisions, they do not operate independently of the general law; instead, they are grounded in it and serve to develop and adapt it to modern transactional contexts.

This legislative integration is particularly evident in e-commerce through the strengthening of contractual consent principles, notably by expanding the duty of electronic disclosure, recognizing the consumer's right to reflection and withdrawal in distance contracts, and addressing imbalances in contractual power arising from the legal asymmetry between consumers and digital professionals. It is further manifested in enforcing product conformity and safety obligations, particularly for digital goods and services, and in reinforcing the obligations of online professionals by prohibiting abusive clauses in standard electronic contracts and establishing obligations regarding after-sales services and technical support. These measures collectively ensure effective protection for the online consumer without undermining the general principles underpinning civil law.

Therefore, e-commerce law does not represent a rupture with civil or consumer law; rather, it constitutes a legislative extension that modernizes traditional sales contract rules to align with the particularities of the digital environment and the requirements of the digital economy.

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