

Of Physical Rules For Resolving E-Commerce Contract Disputes

القواعد المادية لحل منازعات التجارة الالكترونية

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الملخص:

تختلف الحلول المقررة لمشكلة القانون الواجب التطبيق في شأن عقود التجارة الالكترونية عن الحلول المعمول بها بالنسبة لغيرها من الروابط العقدية خاصة منها ذات الطابع الدولي، ويوجد في هذا الشأن النظرية التقليدية التي تعتمد أساسا على إرادة المتعاقدين في اختيار قانون العقد وفي حالة وجود اختلاف يتم العمل بقواعد الإسناد التي تبين القانون الواجب التطبيق بطريقة آلية لا شأن لإرادة الأطراف فيها.

من جانب آخر ظهرت نظرية مستحدثة دعت إلى ضرورة البحث عن مناهج قانونية بديلة تتماشى والطبيعة الذاتية مع معاملات التجارة الالكترونية، وتتجسد في القواعد المادية؛ ودعي فقهاء هاته النظرية إلى العمل على تطويرها كي تشكل قانون موضوعي الكتروني وذلك بهدف تفادي المشكلات التي يثيرها منهج تنازع القوانين على العقود المبرمة في المجال الالكتروني.

الكلمات المفتاحية: القواعد المادية، تجارة الكترونية، منازعات، الأونستيرال، قواعد عرفية.

Abstract:

approaches to determining the applicable law for e-commerce contracts vary from those used for other types of contracts applied to other contractual relations, especially those of an international nature. In this regard, there The traditional theory primarily depends on the contracting parties' choice in determining the governing law of the contract. If there is a disagreement, attribution rules are applied automatically to identify the applicable law, disregarding the parties' intentions.

On the other hand, a new theory emerged that called for the necessity of searching for alternative legal approaches that are consistent with the subjective nature of e-commerce transactions, and are embodied in material rules. Jurists of this theory were called upon to work on developing it so that it would constitute an objective electronic The law aims to address the issues arising from the conflict of laws approach regarding contracts made in the electronic realm.

Key words: Material rules, Electronic Commerce, Disputes, Uncitral, Customary rules.

Introduction

Today's reality indicates that the currently available legal tools (the conflict of laws approach) are not capable alone of providing a legal framework for e-commerce, because technology It necessitates the establishment of a specific law for electronic transactions, while the application of private international law to online transactions presents legal challenges.

It has become necessary to search for new legal and regulatory mechanisms that are independent of national laws, as a result of the problems related to determining the appropriate law for such contracts, and are directed primarily to transactions that take place over the international electronic network, as the majority of e-commerce supporters confirm that the alternative solution is available in the rules enacted by those dealing in the field of e-commerce, and they accept them as behavior In the domain of the virtual environment, and they are able to manage their affairs in light of the inability of national and international legal tools to organize and govern e-commerce relations, and for this reason, the bodies related to e-commerce have made efforts to take measures to organize e-commerce, and these efforts are represented by what is known as material rules.

Raising such a topic for discussion is of both practical and scientific importance, as the practical importance is crystallized in Since e-commerce contracts are witnessing an increasing volume, the international network has facilitated the possibility of conducting contractual relations between those involved in international trade, as these people can now conclude contracts and even implement them if necessary directly without the trouble of moving around..

While the importance of the subject from a scientific perspective is embodied in the fact that e-commerce contracts have characteristics that distinguish them from traditional international trade contracts, due to the special nature of the Internet and its multiple services, which requires shedding light on a very important issue, cifically, the degree to which the provisions of applicable private international law address the advancements in e-commerce contracts.

he aim of this study is to provide a clear understanding, or at least draw the attention of those involved in this field, to the reality of the challenges it faces their transactions via the Internet from a legal perspective in order to take all the precautionary and cautious factors, and thus seek to complete their contractual relations within the framework of a legal system that guarantees their interests and preserves their expectations.

Through this, we raise the following problem: Is the traditional theory really no longer able, id the growing prevalence and expansion of e-commerce contracts, the study aims to address the issue of the applicable law and examine whether the substantive rules have provided an alternative solution for resolving this type of dispute?

To answer this problem, we relied on the analytical approach, which is concerned with analyzing legal texts and jurisprudential opinions related to the subject of the study.

om this perspective, we will divide the subject of our study into the substantive rules of electronic commerce (the first requirement), then the extent to which the material electronic law forms a legal system for application to electronic commerce contracts (the second requirement).

I. the material rules of electronic commerce

egal sources of the substantive rules of e-commerce differ based on their nature, and are called regular sources because the rules that fall within them are enacted by bodies that have the authority or power to enact legal rules. The legal system of e-commerce has bodies and organizations that have all the components that allow them to enact the legal rules that fall within its framework.

Accordingly, in this section we will discuss the positive material rules (the first section), then the realistic material rules (the second section).

II. 1- positive material rules

1- Definition of positive material rules

The rules of electronic positive law are known as: "Local rules of an international agreement nature, European directives and United Nations recommendations in this regard", (Hamoudi, 2008, p 167).

The most important thing that can be noted about this definition is that it did not clarify what is meant by electronic substantive law, but rather focused on defining it from the perspective of stating its sources, which leaves this concept vague and unclear.

Others know it as "The law that establishes a specific objective regulation for application to legal transactions of an international nature. It is a set of rules that constitute an independent, self-governing law that is not linked to national laws." (Hawalif, 2014, p 171).

2- Legal sources of positive material rules

A- International agreements

E-commerce dealers aim to fulfill their provisions from international agreements, which are considered one of the most important sources that can be relied upon to regulate electronic law. The persons responsible for substantive law seek to achieve uniformity and harmony between the rules governing legal relations across the international network.

Many countries in the world have resorted to concluding international agreements and treaties that include material rules with an international formula, specifically drawn up to govern international relations with a foreign element, and subject to the internal laws of the contracting countries, such that these agreements are considered a source of these rules in private international law.

Among them we find agreement The Hague, Vienna Convention, then UNCITRAL.

- The Hague Conventions

The Hague Convention of 1955, 1964, 1986 contributed to establishing the material legal principles in the field of international trade transactions, as stated in Article 1, paragraph 1 of the 1955 Hague Convention on the Law Applicable to International Sales of Goods, its provisions apply solely to international sales of tangible goods. The scope of the Convention is limited to the contracting states and does not extend beyond them, and therefore only include solutions to conflicts of laws regarding a sale of a specific description.

We also find that the Hague Convention of 1964 does not require the international character of a contract for the sale of tangible movables, but rather allows its provisions to apply even if the state is not a party to the Convention.

Accordingly, its provisions can be applied to disputes over e-commerce contracts that involve the sale of tangible movables, such as cars, paper books, etc., whether the price is

paid electronically or through the physical delivery of these goods, the judge is required to apply the law chosen by the parties to the dispute, even if it is the law of a country that is not a party to the agreement. This provision is consistent with Article 7 of the 1986 Hague Convention. **(Borzam, 2021, p 145).**

It can be stated that Article 3 of the 1986 Hague Convention applies to disputes concerning e-commerce contracts between suppliers.

- **Vienna Convention**

The 1980 Vienna Convention on Contracts for the International Sale of Goods established a set of uniform substantive rules designed to replace various national laws, aiming to avoid difficulties and eliminate barriers that hinder the growth of international trade. This agreement is considered a unified international trade law. **(Al-Zamzami, 2006, p 281)**, so that unified material provisions were organized to organize this type of international sales, and these are rules

Whose application in the courts of the contracting states is not contingent on the conflict of laws approach, Among the most important material principles included in the Vienna Convention, we find the treatment of loopholes and shortcomings, and this is clear from Article 7, paragraph 2, pertains to the international sale of goods, stating that the contract is governed by the law chosen by the parties or by the general principles outlined in the Convention.

It also included the principle of acceptance stipulated in Article 18, paragraph 7, which states that: "Any statement or other action by the addressee indicating agreement to the offer shall be deemed acceptance." So if the offer does not include a specification of the period required for acceptance, it must be a reasonable period, in the case of perishable goods in which delivery is immediate compared to other goods such as machinery, equipment, etc. Accordingly, the material rules contained in the BINA Convention are applicable to disputes over e-commerce contracts as long as they involve material goods rather than services, as confirmed by Article 35, paragraph 1. **(of the 1980 Vienna Convention on Contracts for the International Sale of Goods)**

- **United Nations Commission UNCITRAL**

This committee is the first leading body in the field of electronic commerce, considering the importance of harmonizing legal rules in this area, and the UNCITRAL Committee's awareness that electronic commerce needs unified international rules. It also issued in 1996 the Model Law on Electronic Commerce to help countries determine the applicable rules, especially since it seeks to find a balance between traditional and electronic commerce, and also addressing the issue of electronic signatures and the essential protection of personal data.

Alternatively, the United Nations Convention of 2005 on the Use of Electronic Communications in International Contracts was enacted. Accordingly, we can say that these agreements are the easiest to conclude because they relate to a limited field - i.e. they apply to international relations only - because they eliminate the problem of conflict of laws because the contracting states are unified. **(Al-Zamzami, 2006, p 290)**

B- The work of some international and regional bodies and organizations.

The expansion of e-commerce and the increase in the volume of contractual relationships, that take place over the Internet have created a legal environment of trust and security among those dealing in the field of e-commerce, and require concerted international

efforts to overcome the obstacles that hinder the smooth running of this activity. (**Official Records of the General Assembly, Thirty-ninth Session, 2006, Electronic aspects, pp. 2 and 3..**)

On this basis, the regulation of issues related to electronic commerce was not limited to the intervention of a specific international organization or body, but rather the majority of international and regional organizations and even some specialized international organizations were interested in this field, This includes the efforts of the United Nations Commission on International Trade Law, the initiatives of the World Trade Organization, and the activities of the International Chamber of Commerce.

- United Nations Commission on International Trade Law

In its effort to unify international trade law, the United Nations General Assembly established a specialized committee in 1966, to which it was given the role of unifying these rules. This committee is known as the United Nations Commission on International Trade Law (UNCITRAL). Since its establishment, it has worked to organize many issues related to international trade by relying on several methods, including preparing draft international agreements and model laws, in addition to holding international and regional seminars and conferences to organize some aspects of international trade. (**Borzam, 2021, p 150**).

The Committee has included in its agenda the topics of information technology and electronic commerce since the eighties, when it took the first initiative in this framework, which was to issue a recommendation approved by the United Nations General Assembly on November 11, 1985, which aims to urge countries to amend their internal legislation that stands as barrier to the use of computer records, particularly in the field of evidence, as well as the adoption of electronic data exchange systems in commercial information. With the advancement of electronic commerce, especially following the emergence of the Internet, the Committee emphasized its interest in preparing legal texts that regulate this vital field in order to achieve legal security and create an atmosphere in which trust prevails for electronic commercial exchanges that take place via electronic media. The Committee's efforts in this framework resulted In numerous initiatives, the most notable being the 1996 Model Law on Electronic Commerce. (**Khalifa, 2016, p 255**).

- The work of the World Trade Organization

The organization showed its interest in electronic commerce on the occasion of the Second Ministerial Conference held In Geneva, May 1998, where the conference participants released a statement on global electronic commerce. Through issuing this statement, the organization aims to raise customs duties on electronic exchanges (**Hassoub, 2003, p 100**). Accordingly, the General Council of the Organization prepared a special work program covering various aspects of electronic commerce, including taxation. These councils prepared initial reports that were submittedTo the General Council of the Organization in 1999, as adopted by the World Trade Organization, did in this context, and sought to subject digital products delivered via electronic media to the agreements of the Organization. In order to do so, they tried to give a legal description of these products.. (**Hassoub, 2003, p 102**).

- International Chamber of Commerce Activities

Since its establishment, the International Chamber of Commerce has made an effective contribution to the preparation of commercial law rules. It has long experience in preparing what is called the electronic project, and this project places specific work teams in electronic credit. This project may include a group of teams, namely:

- E-commerce Practices Team
- A team concerned with information security

In addition to the work that has been done at the international level to create a legal framework for e-commerce there, there are also activities that have been Carried out in this field at the regional level, including the initiatives of the European Union. **(Al-Manzlawi, 2006, p 154).**

II. -2 the realistic material rules

Fiqh Club With the realistic material rules as a solution to e-commerce contract disputes, it has become the subject of legal studies in our current era. In order to know the extent of its suitability as a means of resolving e-commerce contract disputes, we must give its concept and then know its sources.

1- Definition of realistic material rules

It means a set of customs, habits, behavior, and rules issued by an official authority that are automatically generated by a specific group and are applied and considered binding over time.

2- Sources of realistic material rules

The idea of self-regulation of business transactions via the Internet is generated by the combination of norms and rules of conduct over the Internet.

A- Behavioral norms and rules

Custom is considered a source of law and is binding in many legislations. It means that people are accustomed to a certain behavior in the belief that this behavior is binding on them. It is agreed that commercial customs and traditions Have played a significant role in shaping the rules of both international and domestic commercial law. These esteemed professional customs, have been adopted on the basis that their creators are the traders themselves, institutions, and providers of information network communication services. From this standpoint, they seek to establish self-rules that govern transactions and take the form of customs and practical practices, taking into account the rules of conduct that characterize the professional environment. **(Khalifa, 2016, p 255).**

A question may come to mind about the logic of saying that customs and traditions have emerged in the scope of e-commerce, which is considered a recent phenomenon, while the emergence of a custom requires the repetition of a certain behavior for a long period, i.e. it requires antiquity until the person who is doing the behavior feels that this behavior or custom is obligatory as a result of his habit. **(Abdul Aziz, 2008, p 633),** While this caractéristique, i.e. antiquity, cannot be discussed in light of a new phenomenon such as e-commerce, because the

slow formation of custom does not agree with the speed of development of e-commerce, how can this trade be governed by customary rules and customs while this trade has not yet justified its rules in a clear form, and according To the consistent adherence to a specific behavior and the presence of both material and moral elements in its application. e-commerce environment despite its short life, until the customs and habits established by institutions dealing with e-commerce and providers of information network communication services have become sources of self-regulation of the rules of e-commerce.(**Abdul Aziz, 2008, p 665**)

B- Model contracts

They are pre-prepared printed contract models, formulated in a practical manner in the form of contractual terms so that the parties can easily understand them, and they are ready for use even Although these are contracts that outline the detailed provisions, the significance of model contracts lies in their ability to save the contracting parties from entering into negotiations that may be long and arduous in order to reach an agreement on the details and particulars of the contractual relationship to be completed, which saves effort and costs, as it is sufficient for the parties to agree on them according to a specific model formula (**Khalifa, 2016, p 256**).

The model contract is an important source of trade rules, as it contributes to establishing the customs prevalent in the commercial environment. It is therefore a basic means of codification, which makes it a general reference for resolving international contract disputes. In turn, it contributes to creating new trade customs, as the provisions contained in the model contract are transformed from mere contractual clauses into legal rules. This is embodied by the automatic circulation of e-commerce dealers and the use of these models of contracts, through which they form a belief that concluding any contractual relationship can only be done in accordance with the model contract specified by the organization to which they belong (**Abu Hashima,2003, p 155**)

Given the importance of model contracts and their role in the conduct of international trade operations, many specialized organizations have worked to formulate highly precise and clear organized models, which made them capable of achieving the principle of self-efficiency when resolving any potential dispute related to e-commerce contracts. (**Borzam, 2021, p 156**).

C- Conventional customs

Customs and agreements are not considered a legal rule, as they are not binding on the parties unless they agree to adopt them. There is what is known as international trade customs, which means the unified material customs emanating from the international business community. They are a customary law resulting from the practical practices of those dealing with them in the field of a particular profession or trade. However, The question raised is whether the parties to the contract opt for international trade customs and practices as a substitution for the governing law of the contract.

This choice is simply a material one choice whereby customs and traditions take the place of contract conditions, and are obligatory to apply, while the contract, despite this material choice of international customs and traditions, It remains subject to the domestic law

of the state competent to resolve the dispute when the contracting parties remain silent about selecting the applicable law."

Accordingly, we find that the United Nations Convention on the International Sale of Goods, Vienna 1980, acknowledged commercial customs, and practices and confirmed this in Article 9 thereof. **(Article 9 of the 1980 Vienna Convention on the International Sale of Goods)**

Total reliance on customs and traditions determined by businessmen has not been Not immune to criticism, as some argue that the judge's consideration of the contract terms, customs, and traditions introduces several challenges. This is because the judge cannot apply what is stated in the parties' agreement if it violates the mandatory rules of the national law of his country. Additionally, leaving the regulation of Internet transactions unaddressed, to the people who contribute to them, even if they have contributed to creating laws specific to the Internet community, may result in many defects that cannot be ignored.

In addition, the self-customary rules on the Internet are formed in a scattered and mandatory manner, and therefore it is not possible to implement a single legal system because we do not know the geographical borders. The solution to these customs and traditions is to include these rules in an international or regional form such as the UNCITRAL Committee and the principles which are to some extent customary principles developed in the legal community by traders and businessmen. **(Al-Zamzami, 2006, p 312)**

Modern jurisprudence has also allowed courts to apply cross-border customs and traditions without the need to apply the conflict of interest approach.

In light of what was previously explained regarding the idea of self-regulation, its primary source is not limite, .to the mere freedom of the parties, even if it is distant from the intervention of the project. Over time, however, it becomes a binding legal rule applicable in courts, regardless of the parties' will, necessitating its direct application without the need for the conflict of laws approach.

III. The extent to which the electronic material law constitutes a legal system for application to electronic commerce contracts

The objective electronic law aims to provide an objective or material solution to the disputed issue directly without referring to other laws. However, despite the existence of this law that governs the operations that take place over the international information network, reality continues to cast doubt on its existence and its ability to resolve disputes that arise regarding these transactions. **(Hawalif, 2014, p 176).**

In this section, We will discuss the substantive law of electronic commerce, which holds the status of public order, (the first section), then denying the status of legal order for the material rules of electronic commerce (the second section).

III. 1-The first section: The material law of electronic commerce enjoys the status of a legal system

The substantive rules of electronic commerce that regulate contractual relationships programmed over the Internet constitute an independent legal system in itself. E-commerce law scholars have differed in giving the character of a legal system to the material rules in the precise sense of this term, as two trends have emerged regarding this idea.

Before learning about the existence of the legal system for the material rules of e-commerce, we will discuss the definition of the legal system.

1- Definition of the legal system of material rules

A legal system is defined as: “A coherent set of rules derived from progressively related sources, inspired by the same set of principles, and the same vision of life and relations within the social unit which they are to govern.”

In addition, this system is not limited to a set of gradual behavioral rules that regulate legal relations or provide the appropriate solution to their disputes, but rather there must be alongside it an organic organization or a cohesive body that has its components and ability to create behavioral rules.. (Borzam, 2021, p 158).

2- The existing jurisprudential dispute over the existence of a legal system for the material rules of international electronic commerce.

The issue of granting the substantive rules of international electronic commerce the status of a legal system has raised a difference among jurists. Some of them oppose the formation of these rules into a legal system, while others have emphasized that these rules constitute a legal system. This is what we will present below:

A- The trend is not recognized by the legal system of the material rules of international e-commerce.

Proponents of this approach argue that there is no unity among those dealing in the field of electronic commerce, as they are merely material rules that fall within the general law of merchants. The market brings together many people, including professionals and consumers, as well as merchants formed by chance, and their point of view is inconsistent and irregular with each other, and they enter into contractual relationships in which it is difficult to achieve a cohesive, harmonious and familiar society. This confirms the difficulty of establishing customary rules agreed upon on the basis of interests, similar to what jurisprudence has concluded regarding the merchant community and the practice of international trade.. (Abu Hashima, 2003, p 149)

It appears at this point that States are not cooperating in this field and are not sufficiently prepared to leave disputes in which one of their nationals is a party subject to this law, in addition to the fact that the conflicting political and economic interests of States will prevent any attempt to establish or complete such substantive law, and to make it constitute a legal system that imposes and obliges all parties to respect it. (Al-Manzlawi, 2006, p 202).

The French State Council went to great lengths to deny the legal status of material law when it confirmed the possibility of applying current legislation stipulated by private international law to the Internet, and we do not need a special law for it or for networks. Therefore, Proponents of this view argue that the primary objective of the rules of private international law is to ensure security, rather than to achieve justice.

The law that aligns most closely with the parties' expectations is often presented, not the most just. They considered that any dispute that is presented will inevitably have a tangible geographical and regional impact. Therefore, the world of information technology does not require a fundamental amendment to the traditional methods of private international law, which are applied in all disputes where one of the parties is a foreign element. It has been

adopted by many international laws and agreements, especially In the field of international trade, however, this has not prevented proponents of the e-commerce world from advocating for the unity of the virtual community, which leads them to form a true international community.

B- The trend recognizing the legal system of the material rules of electronic commerce

Supporters of this trend highlight the existence of a virtual community as a single, highly cohesive unit, with a single ideology and close relationships and dealings, which makes them constitute a real international community whose members undertake to establish the rules of conduct that govern their dealings. Therefore, the rules issued by them enjoy strength and effectiveness in resolving disputes related to their activity, and they impose penalties that guarantee respect for those rules. (Al-Manzlawi, 2006, p 205).

This trend also emphasizes the importance of recognizing the Internet community's ability to create rules of conduct that govern their transactions. These rules have a binding legal value that enables them to resolve disputes arising in this area. This statement applies to the model laws developed by the United Nations Commission on International Trade Law concerning electronic commerce. It is also applicable to the model contract created by the International Chamber of Commerce in Paris to facilitate transactions over electronic networks.

The rules issued by these bodies ensure the safety of online users and are concerned with a special technical situation.

III. 2- Denying the legal status of the material rules of e-commerce

If there is recognition of the existence of material rules for electronic commerce consisting of many different sources, then these rules are far from forming an independent legal system in their own right, and the objections raised by the jurisprudence of electronic commerce law are the same ones raised before In the jurisprudence of international trade, there is a denial of the formation of such rules as an independent legal system in their own right.

The arguments formulated by jurists in electronic law in order to deny the legal status of material rules are that there is no official body responsible Due to the preparation of a special law for electronic commerce and the lack of a binding element in the substantive rules of electronic commerce, as well as the inability of these rules to address all the issues raised. by electronic contracts.

1- The absence of an official body responsible for preparing a special law on e-commerce.

The legal system is not only formed by a A set Rules of conduct that regulate the legal relationships among members of society, but the existence of this sector is achieved by the presence of an organic organization and a cohesive body capable of creating legal rules.

Assuming that it is possible to accept the establishment of a legal system merely by the existence of a harmonious group, this does not apply to what is known in some jurisprudence as the e-commerce community. Likewise, those dealing over the network do not constitute a

unified, cohesive community capable of enacting legal rules that regulate their behavior and govern the contractual ties existing between them. The virtual community brings together several dealers whose interests, goals, and even behaviors conflict, which prevents these people from building an independent legal system of their own. (**Shahata, 2008, p 91**)

2- The absence of the element of commitment in the material rules of e-commerce

The most important thing that distinguishes the material rules of e-commerce is that they are nothing but a set of rules of conduct limited in their matter and content. These rules were enacted on the basis of optional spending between those dealing in this field, i.e. they were automatic and consisted of the behavior of ordinary people and formed from customary rules and optional customs. They do not have the element of belief in commitment, which is considered a necessary element to transform a habit into a custom that must be respected. It is difficult in In the world of e-commerce, parties may impose a penalty, as private interests take precedence over public interests in light of the growing fierce competition. between commercial companies that use the network as a means to display their products, or conclude commercial or service contracts, and which only care about their own interests. (**Hawalif, 2014, p 177**).

The concept of excluding domestic law from regulating the issues of the virtual world. remains something that cannot be accepted, because the need will remain for state intervention, not only to establish a balance between the interests of those dealing in the Internet space due to the conflict of interests between them, as some of them prefer the private interest over the public interest, but also the state has the authority to impose legal penalties in accordance with its existing powers on anyone who violates the rules of conduct and the relevant legal rules, which will remain at the top of the throne of regulating dealings at the network level.

3- The inability of the material rules of e-commerce to address all the problems raised by e-commerce contracts.

The material rules of e-commerce cannot stand alone to regulate all contractual aspects that take place over the Internet. If these rules have addressed some of the legal problems that digital technology has created in concluding contracts, such as electronic signatures and others, there are many issues that remain subject to the applications of internal legislation, such as The capacity of the contracting parties. The rules developed so far aim to fill the gaps in domestic legislation concerning e-commerce, or at least serve as temporary legal solutions. (**Abu Hashima,2003, p 155**)

In my opinion, I believe that these rules can be taken as a source that can be referred to and relied upon in international electronic contract disputes, since the drafters of this law have sufficient ability to create rules of conduct that have legal value and are binding on them.

Conclusion

thatThe unique characteristics of e-commerce contracts have made them raise many challenges in the legal systems in force in all their branches, such as the rules for forming and proving the contract., aGiven this situation, many countries have sought to make the

necessary amendments to their legislative systems in order to address the issues raised by the developments in these contracts..

But these challenges become more difficult and complex if e-commerce contracts acquire an international character; Considering the global nature of the Internet and its accessibility to all countries worldwide, this will undoubtedly contribute to activating international exchanges of goods and services, as they are concluded daily through it. Many commercial transactions and banking operations between persons belonging to different countries are such contractual relations that have a legal standard that determines the international nature of the contract..

E-commerce contracts focus on various goods, values and services exchanged between dealers outside the borders of one country. They are thus considered a tool for the exchange of wealth and values, which makes them connected to the interests of international trade, which gives them an international character according to the economic standard. The international nature of e-commerce contracts makes them Considering the global nature of the Internet and its accessibility to all countries worldwide..

Accordingly, some recommendations can be suggested that may be useful in this regard.

- First, countries must adopt unified international legal rules by concluding international agreements to regulate various aspects of e-commerce to remove all obstacles that would limit the establishment of contractual relations between those dealing in this field, as well as to prevent the conflict of several legal systems to govern the contract, given the cross-border nature of the international Internet network..
- CarefulThe legislative system in Algeria should make the necessary amendments to keep pace with the developments in electronic commerce, by enacting legal texts specific to the formation of the electronic contract, as well as enacting sufficient detailed texts in the field of proof in a way that allows the possibility of using both the electronic document and the signature in proving all legal actions, especially contractual obligations, including not being satisfied with the aforementioned articles in Civil law, where the legislator, through these articles, was satisfied with granting the electronic document the authority of proof..
- These amendments should also include the rules of attribution by relying on more flexible controls in attributing the contract and granting the judge discretionary power to determine the law most closely related to the contract..
- Working to develop mechanisms or platforms for settlement, and creating rules to determine judicial jurisdiction that suit the specificities of online dealings, and take into account the work practices between its parties, provided that such systems are subject to the supervision of reliable entities, such as existing organizations or institutions related to international trade.

- The necessity for judges to update their information and keep pace with all the developments produced by information and communications technology, whether from a technical or Legal, with the aim of ensuring high efficiency when resolving disputes raised by e-commerce contracts, in a manner that guarantees rights and protects the interests of those dealing in this field.

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- Official Records of the General Assembly, Thirty-ninth Session, 2006, Electronic aspects.