



LEGAL PROTECTION MECHANISMS FOR THE ELECTRONIC CONSUMER IN THE ERA OF DIGITAL TRANSFORMATION

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Send Article Date: 16-03-2026

Date of acceptance of the article: 02-05-2026

Abstract:

The consumer constitutes the core element of the commercial process; nevertheless, within electronic transactions he often finds himself in a relatively vulnerable position compared to the trader. This situation is mainly due to the trader's professional expertise and his greater ability to control and manage the technological tools and mechanisms used in e-commerce platforms. In contrast, the consumer generally relies on limited knowledge that rarely exceeds the basic functions made available through these digital systems. For this reason, the rapid expansion of online commercial activities has created a pressing need for legal rules aimed at protecting consumers from misleading or unethical practices that may arise in the digital marketplace. Such protection is necessary to confront potential abuses, whether resulting from traders employing deceptive methods or from third parties attempting to unlawfully access or compromise the consumer's electronic accounts.

Keywords: Consumer, e-commerce, digital space, legal protection.

Introduction:

Electronic contracts are witnessing significant growth, as they now constitute a large percentage of international and domestic trade due to the ease and speed of their conclusion and execution. A person can access what he desires through the wide range of available offers simply by pressing a key on a personal device connected to the Internet, without the need to move to any place.

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This is in addition to the ease of communication and the continuous interaction between the two parties to the contract, which ensures their ability to negotiate and discuss the terms of the contract with complete freedom, almost as in contracts concluded in a traditional contractual meeting between parties who are physically present.

This development has led to an increase in demand for products and services via the Internet. However, this increase has been accompanied by a number of risks that may confront the electronic consumer.

Given that the consumer represents the fundamental party in commercial transactions, he frequently occupies a less advantageous position in comparison with the merchant, who is typically regarded as the stronger contracting party. This disparity largely stems from the merchant's professional ability to control and operate the mechanisms of electronic commerce through websites and digital platforms. Conversely, the consumer generally engages in such transactions with relatively limited knowledge, often confined to the basic technological tools and resources available to him.

Therefore, the need for consumer protection laws has become increasingly important, as these laws aim to protect individuals from deceptive policies and unfair commercial practices that may occur either from merchants through fraud and misleading practices, or from third parties through hacking or unauthorized access to the consumer's electronic accounts.

In light of the foregoing, an important question arises concerning the adequacy of the legal framework established by the Algerian legislator: to what extent are the existing legal provisions capable of ensuring effective protection for the electronic consumer, particularly in view of the rapid and continuous developments taking place in the fields of communication and digital technology?

To address this issue, the study is divided into two parts. The first part is devoted to defining the nature of electronic consumer protection. The second part examines the mechanisms for consumer protection in electronic contracting.

1-The First Topic: The Nature of the Electronic Consumer

disagreements about defining the concept. There have been many which is the subject of protection of, of the electronic consumer whether in Algerian legislation or in comparative, various laws and this is what we will address in the following demands, legislation.

1.1-The First Requirement: The Concept of the Electronic Consumer

opinions have varied and differed about controlling the. In fact so it should be determined through legislation and, consumer's idea jurisprudence.

1.1.1-The first section: the jurisprudential definition of the consumer

There are two main approaches to determining the jurisprudential definition of the consumer, due to the doctrinal controversy surrounding this concept in legal scholarship.

1.1.1.1-First: the narrow definition of the consumer

the consumer is defined as every natural. According to this trend and the needs of those he, person who acts to satisfy his own needs or using, transferring, and not for the purpose of reselling, supports. The consumer is the. session or project them within the scope of his profession who seeks to fulfill his personal needs or the needs of his family members (Sobeih, 2007, p. 174).

the consumer is the person who obtains. According to this trend It may also. professional purpose-service for a non or uses money or such as associations that practice, include some private legal persons professional activities and do not aim to make profit-some non (Badr, 2008, pp. 76-78).

1.1.1.2-Second: The broad definition of the consumer

The second direction of jurisprudence calls for the necessity of adopting a broader concept of the consumer to include other people. Some define it as: "Some define it as in the sense of using or using money or a, that is, consumption. "service. On a product with the intention of him. The same characteristics. or his family being the final user of it.



that ,to the professional who contracts outside his field of competence he is considered a consumer and anyone who concludes an act to ,is satisfy his personal or professional need falls under the legal protection of the consumer.

ands to include the legal person in his definition of This trend exp The point of extinguishing this attribute to him lies in .the consumer whether ,the fact that the latter may be in a position of weakness He may not engage in a professional .economically or technically and therefore ,activity from which he obtains his financial resources he is similar to the consumer who contracts to obtain Products to and weakness occurs from a technical ,satisfy his personal needs to acquire the standpoint when he does not have the technical ability products exactly like the average consumer(Youssef, 2021)

1.1.2-Section Two: The Legislative Definition of the Electronic Consumer

Initially, the Algerian legislator did not offer a precise definition of the consumer in the first Consumer Protection Law of 1989. This gap was subsequently addressed in Executive Decree No. 90-39, which concerns quality control and the prevention of fraud. According to Article 2, paragraph 9, the consumer is defined as: “Any individual who acquires, either for a price or free of charge, a product or service for intermediate or final use, with the aim of meeting personal needs or those of another person or an animal under their care.”

Law No. 04-02, which sets out the rules governing commercial practices, provides in Article 3 that a consumer is any natural or legal person who acquires goods offered for sale or benefits from services provided, on the condition that such acquisition or benefit is not connected to a professional activity.

As for Law No. 09-03 relating to consumer protection and the suppression of fraud, Article 3, paragraph 1 defines the consumer as follows: “Every natural or legal person who acquires, for consideration or free of charge, a good or a service intended for final use in order to satisfy his personal needs or the needs of another person or an animal under his care.”

This is a time when he addressed the definition of the electronic related to electronic 05/18 .consumer for the first time in Law No cinortcele ehT” :saying ,in its third paragraph 6Article in ,commerce

for ,consumer is every natural or legal person who acquires a good or service through electronic ,compensation or free of charge communications from the electronic supplier for the purpose of End seu(Law No. 18/15, 2018)

Here we conclude that the consumer in the field of electronic commercial transactions is the same as the consumer in the field of and the only difference lies through ,traditional contracting operations .an electronic means represented by a global communications network the electronic consumer enjoys the same legal protection that ,Thus taking into account ,the legislator provides for the ordinary consumer electronic contract is the special rules related to The privacy of the that it is one of the contracts concluded remotely via an electronic network(Al-Mahdawi, 2006, p. 129)

1.2-The second requirement: justifications for protecting the electronic consumer

The justifications for consumer protection in electronic contracting can be summarized in three elements as follows:

1.2.1-The First Section: Modern Developments in Internet Technology

The Internet represents one of the most recent technological advancements, relying heavily on consumer interaction with computers. It connects a network of computers that allows users to access a wide range of goods and services conveniently. Such technical progress constitutes a scientific reality that continuously evolves, aiming to enhance commercial relationships between providers and consumers and to optimize the performance of electronic commercial practices. Nevertheless, this development also has a negative aspect, as it can place the consumer in a vulnerable position, which affects the legal characterization of electronic commerce contracts conducted online compared to traditional sales within the consumer's home country. This vulnerability is particularly evident in the consumer's inability to physically examine the purchased goods or to interact directly with the supplier in the manner of a conventional contract(Tahiar, 2019, p. 19).

1.2.2-Section Two: The consumer's need for electronic services

The consumer's limited engagement with electronic services often prevents effective interaction with commercial websites online.



This refers to the consumer's lack of interest in such platforms, typically arising from the absence of an immediate or genuine need for the services offered.

However, with ongoing developments, these websites have gained significant importance and now offer a wide range of services, including tourism, flight and hotel bookings, and other essential services. Consumers increasingly rely on electronic services, which provide access to high-quality products and services at competitive prices, thanks to the proliferation of commercial platforms. This expansion has also intensified competition among these sites, driving them to offer the best possible experience to the consumer.

The importance of electronic services on the Internet increases consumer interest in them and makes them the focus of demand for there was a need to search for consumer ,Hence .many consumers ent and clear mannern in an urgprotectio.(Mahmoud, 2009, p. 60)

1.2.3-Section Three: Consumers'lack of information and technical enlightenment

The consumer's limited understanding of the Internet, combined with the challenges encountered while navigating online networks, can create significant vulnerabilities. This is particularly evident when the consumer cannot fully perceive what is occurring on the small screen. Moreover, a lack of Internet literacy may expose the consumer to various forms of deception, such as fraudulent websites or counterfeit contracts, increasing the risk of falling victim to online scams (Omran, Commitment to electronic media before contracting via the Internet, an article published online, 2021).

2-The Second Topic: Consumer Protection Mechanisms in Electronic Contracting

In view of the tremendous developments that the contemporary world is witnessing in various fields and the resulting results and it was necessary to establish legal mechanisms to protect the ,effects rder to consumer when they resort to electronic contracting in o highlight the sales contract concluded via the Internet as a reliable as goods and services are often offered It is ,sales contract and this matter greatly ,accompanied by exaggeration in advertising dly cause him to fall affects the consumer's attitude and may undoubte into a fallacy that harms his interests.

2.1-The first requirement: guarantees of electronic consumer protection before contracting

The electronic consumer does not have the actual possibility to opriate performance of the inspect the goods and verify the appr services before concluding the contract through modern means of which requires the establishment of mechanisms that ,communication lead to providing a minimum level of protection for consumers in the including informing the ,via the Internet period preceding the contract consumer to provide him with information when contracting with as well as His right to withdraw and abandon the contract ,them.

2.1.1-The First Section: The Electronic Consumer's Right to Prior Notification of the Contract

The right to prior notification of the contract is considered one of the most important and prominent legal mechanisms in the field of and it is more required in the field of ,consumer protection in general ontract is carried out through the as this type of c ,electronic contracts use of electronic media without the physical meeting between the and this method in itself constitutes several Risks that lead to ,parties .affecting consumer satisfaction without real knowledge of the product we try to clarify what is meant by the right to ,tandpointFrom this s and study the subject of the ,clarify its justifications ,electronic media This is as follows .right to media

2.1.1.1-First: what is meant by electronic media

Prior electronic disclosure before contracting via the Internet can be defined as “a legal obligation, existing before the conclusion of an electronic contract, under which one party, who possesses essential information regarding the contract, is required to communicate this information to the other party—who cannot otherwise access it—through electronic means in a timely manner, with full transparency and honesty.”

We conclude from this definition that the obligation to inform before electronic contracting is an obligation prior to electronic and ,contracting that can continue even after concluding the contract relates to the provider's obligation to inform and enlighten the consumer with comprehensive information about everything related to means so that the the sales process via the Internet or any electronic consumer is aware Whoever orders him to take the decision he deems



cluding the appropriate in light of his need and purpose for con electronic contract.(Mahmoud A. T., 2009, p. 59)

It should be emphasized that this obligation carries greater weight than the duty to inform in conventional contracts, since electronic contracting occurs without direct interaction between the parties and without the consumer having the opportunity to physically examine the item being purchased.(Zahra, 2007, p. 179)

It is also an obligation of due diligence rather than a result-based obligation, since the professional is not required to guarantee the consumer's satisfaction but only to use all available means to fulfill their commitment effectively.

2.1.1.2-Second: The Content of Commitment to Electronic Media

The goal of committing to electronic media before contracting via the Internet is to achieve equality between the two parties to the in a way that actually achieves a ,contract in terms of knowledge contractual balance between its parties because the theory of defects of satisfaction and the theory of guaranteeing hidden defects as well as ment may not provide the theory of guaranteeing exposure and entitle nsumer with adequate protectionthe co.(Samad, 2016, p. 125)

Commitment to electronic media is one of the most important and ,consumer protection controls in the field of electronic commerce ways to restore equality of knowledge between contracting the best parties and restore balance to the contract are:

- **Informing the consumer of the identity of the seller or supplier**

The French consumer law has given the seller's personality such ecided to determine this personality by importance that it d distinguishing between three cases of the site's location on the ,which is the case of the site being on the Internet in France ,Internet the second case is specific to the sites of member states of the established in and the third case is related to Sites e ,nEuropean Unio foreign countries.

which allows the ,Out of concern for trust and transparency ,encouragement of electronic commercial transactions with consumers e obligated to stipulates that the seller must b 16most legislation by mentioning all information so that ,identify himself via the Internet the consumer is aware of his situation and is aware of who he is

The phone ,address ,and this information includes name ,dealing with the ,on providing the servicenumber of the professional or pers and the address of the ,if any ,address of the company's legal center institution responsible for the offer in the contract if the address is etc ...fferentdi.

▪ **Description of the Subject Matter: Products and Services**

The consumer's right to be informed about the features and qualities of the goods and services offered forms the central element of the duty to provide information. These details often serve as the primary factor motivating the consumer to enter into a contract, and within this context, the consumer may be exposed to fraud or imitation(Ismail, 2009, p. 336) .

The Algerian legislator has reinforced the duty to provide information through various laws addressing consumer protection. Notably, Law No. 09-03 on consumer protection and the prevention of fraud includes a dedicated chapter on the obligation to inform the consumer. Article 17 of this law specifies that the consumer must be properly informed, and all parties involved are required to provide the consumer with all relevant information regarding the product through labeling, packaging, or any other appropriate method.

also obligated the consumer to be informed in advance of the integrity and transparency terms of the contract in order to achieve the i of Executive 4in accordance with Article ,of commercial operations which specifies the basic elements in contracts ,306/06 .Decree No and the terms ,concluded between economic agents and consumers that are considered arbitrary.

he consumer can also claim that he has committed fraud as a T result of the professional concealing information that led to especially with the assumption that he is aware of all ,misleading him s'and that the latter ,the information that concerns the consumer concealment of this information and data that must be disclosed and if the contracting ,intentionally remaining silent about his reality he would not have entered into a contract is ,parties had known them considered fraud(Mansour, 2003, p. 146).



2.1.2-Section Two: The Electronic Consumer's Right to Withdraw from a Contract

The right of withdrawal is recognized as a fundamental and legally established safeguard, serving as one of the most effective mechanisms for protecting consumers in the context of electronic contracts. Since the consumer cannot physically examine the goods or directly verify the quality of services, the right of withdrawal provides a legal means to ensure the consumer's satisfaction, offering an opportunity to pause, reflect, and reconsider the contractual decision

2.1.2.1-First: The Meaning of the Right of Withdrawal

Jurisprudential opinions have varied regarding defining the concept of the right to withdraw, to which the electronic consumer is allowed to reconsider again and unilaterally the obligation to which he was previously so that he benefits from a period of time to think during which he can withdraw from his obligation that he had previously made. Some define it as "the concept of the right to withdraw, to which the electronic consumer is allowed to reconsider again and unilaterally the obligation to which he was previously so that he benefits from a period of time to think during which he can withdraw from his obligation that he had previously made."

The Algerian legislator defined the right of withdrawal in the amendment to Article 19, paragraph 2, of Law No. 18-09 on consumer protection and fraud prevention, stating that: "Withdrawal is the consumer's right to cancel the purchase of a product without needing to provide a justification." (Sobeih, Consumer Protection in Electronic Transactions (A Comparative Study), 2007, p. 59)

2.1.2.2-Second: Exercising the right to withdraw

there are no special procedures for exercising the right to withdraw. In fact, the only generally accepted condition is to respect the withdrawal period stipulated in the law.

If the consumer decides to exercise the right of withdrawal, they are required to notify the professional, whether the seller or service provider, and return the product or goods received under the contract. Article 19, paragraphs 3 and 4, of Law No. 18-09 on consumer protection and fraud prevention, specifies that the consumer may withdraw from the purchase while adhering to the contractual terms and without incurring additional costs. The procedures and conditions for exercising this right are determined by regulatory provisions (Mahmoud A. D., 2009, p. 126)

,Perhaps the only condition for exercising the right to withdraw ,is the legally specified period of seven days ,as I previously indicated it ,If the end of the period includes a day off .which is an initial period in the event that the ,However .extends to the first working day merchant fails in his obligations related to informing the consumer this period extends to A maximum of three full ,before the contract but if the merchant corrects this mistake ,months instead of seven days then the ,r within a period of three monthsand notifies the consume first period estimated at seven days is the original and is calculated from the date of implementing his obligation to inform(Mansour, 2003, p. 104).

2.2-The Second Requirement: Consumer Protection Mechanisms in the Formation and Performance of an Electronic Contract

,The consumer has many rights when contracting electronically the most important of which is protecting his satisfaction and ensuring as well as respecting ,rn to the contracthis right to withdraw and retu and protecting the consumer when paying ,his right to privacy without forgetting the protection of the consumer's ,electronically .electronic signature

2.2.1-Section One: Consumer Protection Guarantees in the Formation of an Electronic Contract

Many controls have been put in place to indicate consumer explicitly in the contract and in the conditions presented ,satisfaction The most important of these controls are .by the supplier :

☒ Privacy of electronic admission

- Electronic acceptance differs from acceptance in traditional contracts in the methods employed, and it is now considered a valid form of expression of will. To protect the electronic consumer, various legislations have established specific procedures designed to safeguard this new form of expressing consent, which are as follows:
- **Many procedures ensure clear and informed acceptance of the contract.** Acceptance is often expressed simply by clicking on the “Accept” icon, without leaving a tangible record. To



prevent any ambiguity regarding acceptance, the commercial offer is frequently followed by additional screens prompting the consumer to reconfirm their acceptance or select their options a second time.

- **Determining the Moment of Contract Acceptance:**

The moment of acceptance is considered to occur when the consumer completes the data in the electronic message indicating their acceptance, such as by selecting an icon like “Yes,” “Agree,” or any other indicator of consent. The moment of dispatch, however, occurs when the acceptor clicks the “Send” icon, thereby transmitting the electronic message to the merchant. The precise moment of acceptance is deemed to be when the message reaches the merchant, as there is no significant time difference between sending the email and its receipt by the addressee(Qayed, 1994, p. 41).

Respecting the Consumer’s Right to Privacy:

The confidentiality of consumers’ data must be respected, including their right to privacy. This entails a commitment not to disclose or share any information related to their personal identity, private life, or sensitive data, including personal or banking information, in the context of electronic contracting

2.2.2-Section Two: Consumer Protection Guarantees in the Performance of Electronic Contracts

In addition to the obligations borne by the professional in consumer contracts, whether traditional or electronic, there are two specific obligations associated with electronic contracts that provide additional protection, particularly for the electronic consumer. These are:

2.2.2.1-First: Consumer Protection in Electronic Payment

Electronic payment methods are characterized by a set of especially in ,features that have made them more widely used It should be noted that .economically and culturally advanced societies but may also ,security risks are not only related to the consumer Electronic .extend to the merchant and to the source of this money

cards owned by the consumer or merchant may be subject to theft or it ,As it is genuine electronic money .and are processed ,counterfeiting ying the data stored may also happen that it is counterfeited by modif on electronic cards or on the hard disk software of a personal either as a result of an ,and a security breach may also occur ,computer intentional criminal act such as forgery and counterfeiting(Hamdi, 1992, p. 134)or as a result of an unintentional act such as erasure or as a result of the rapid ,Therefore .An Internet site .sabotage and the ,commerce transactions on the one hand-development of e ronic payment especially elect ,defects in existing payment methods international companies and institutions ,on the other hand ,cards commerce have resorted to researching a set of -interested in e mechanisms and mechanisms for the security and safety of payment s for establishing and among these are Mechanism ,via the Internet security and safety protocols such as(SSL/TLS) protocol (Al-Abdan).

It should be noted that the Algerian legislator has taken the same 12through Article ,where it tried ,approach as the European Council issued by the Bank of Algeria related to the 07/05gulation of Re o protect those dealing with payment ,security of payment systems systems by obligating people who want to introduce modern payment It also granted the Bank of Algeria the .methods to secure them authority to monitor and suspend the work of the new system that was after ,which does not have a sufficient degree of security ,introduced This system also obligated the .consulting the responsible authority fect the payment Bank of Algeria to monitor developments that af This text would enhance the work of payment cards .cards.

2.2.2.2-Second: Protection of the Consumer's Electronic Signature

The need to protect the electronic signature arises from concerns regarding security and privacy on the Internet, which affect both consumers and service providers and can lead to a lack of trust in online transactions. Consequently, electronic signature technology has been adopted to enhance security and privacy for customers. This technology enables the confidentiality of information to be maintained and allows the identities of both the sender and the receiver in electronic contracts to be verified. Confidence in the electronic signature is established by verifying its authenticity through an accredited certificate of authentication. The responsibility for



certifying the authenticity of an electronic signature lies with a neutral third party in electronic contracting, known as the Authentication Service Provider.

The electronic signature was introduced in Algeria for the first time in 2005, through which electronic writing was recognized as a valid means of proof, by the addition of Articles 323 bis, 323 bis-1, and 327/2. The Algerian legislator distinguishes between a secured electronic signature and an unsecured one, in accordance with Article 3 of Executive Decree No. 162-07.

Conclusion

As a conclusion to this study, we propose a set of recommendations, presented as follows:

- It is necessary to develop a clear and specific law to protect the electronic consumer, particularly in light of the rapid development of the Internet.
- Judges specialized in the field of electronics should be trained, or specialized courts should be established to examine electronic disputes.
- Experts in communication technologies should be formed, and seminars and training courses should be held for the judiciary to prepare legal frameworks that keep pace with modern developments.
- An electronic documentation office should be established to authenticate electronic transactions, thereby enhancing consumer confidence and trust in electronic commerce.
- Clear principles and effective mechanisms must be established to protect consumers who seek to conclude contracts via the Internet. This protection should include safeguarding their right to information, their right to withdraw from a purchase, and their right to the protection of personal data in their daily online transactions, whether through e-mail or other digital means.

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