Electronic Consumer Obligation to Receive in Electronic Commerce Contracts in Accordance with Law 18-05 Relating to Electronic Commerce

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Abstract: The legislator has been interested in regulating electronic commerce contracts in law 18-05 on electronic commerce. In our research is limited to trying to understand the rules for implementing the e-consumer obligation. The subject will be studies in two sections. The first topic, defining the concept of receipt in electronic commerce contracts. The second topic, the implementation of the electronic consumer, the commitment to receive in electronic commerce contracts, which includes the parties to these contracts, and the time and place of implementing these contracts.

Keywords: Receipt; Implementing the commitment; e-consumer; e-contract; e-commerce.

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Introduction:

Electronic commerce contracts are among the most important modern contracts, and they vary in terms of the subject or the object of the contract. One of the key areas addressed by the Algerian legislator in Law 18-05 related to electronic commerce.

is the provision of remote services and the sale of goods or products remotely. The reason for this is the society's overall need for such transactions in light of the economic and social transformations within the community and the surrounding circumstances. We find that this type of transaction gained significant popularity during the period when the global community was facing the COVID-19 pandemic, as remote dealings became the only means of purchasing goods and providing services to prevent and limit the spread of the disease. Furthermore, the move toward free trade and its facilitation allowed the entire society to engage in international commerce, making electronic means the best way to facilitate individual and societal transactions, both domestically and internationally. Additionally, electronic commerce contributes to reducing transaction costs and shortening the duration of transactions within society.

Regarding the regulation of electronic commerce contracts, the Algerian legislator, like national and international foreign legislations, paid attention to this aspect by organizing it in Law 18-05 related to electronic commerce. This law regulates the establishment of such contracts, the consequences arising from them, and also includes legal and penal provisions for their protection.

What caught our attention is a topic that researchers rarely focus on, which is the obligations of the electronic consumer. Most studies on contract law tend to concentrate on the obligations of the party performing the work or providing the goods or products, whether in traditional contracts or electronic contracts. We often see a focus on the obligations of the electronic supplier as the stronger party in the relationship, aimed at protecting the electronic consumer. Thus, we were prompted to explore the obligations of the second party in the electronic contractual relationship, which is the obligation of the electronic consumer in electronic commerce contracts. We will limit our study to this subject within the framework of Law 18-05 and will focus solely on the aspect of the consumer's obligation to perform. We will not delve into the part concerning the non-performance of the consumer’s obligation to accept the goods, as Law 18-05 does not include specific provisions regarding the failure to fulfill the obligation of acceptance. Therefore, the general rules will apply in such cases. This aspect is no less important but would require another study that focuses on the applicability of the general rules when the electronic consumer fails to fulfill their obligation to accept the goods.

Law 18-05 related to electronic commerce touches upon the electronic consumer's obligation to accept the goods in electronic commerce contracts in just one article—Article 17 of Law 18-05. This article stipulates that "the electronic supplier must sign a receipt upon the actual delivery of the product or performance of the service subject to the electronic contract. The electronic consumer cannot refuse to sign the receipt. A copy of the receipt must be given to the electronic consumer."

Therefore, the question that arises in this context is: **How does the electronic consumer fulfill their obligation to accept the goods in electronic commerce contracts according to Law 18-05?**

To answer this question, we will rely on analyzing the legal provisions, particularly those introduced by Decree 18-05, in an attempt to understand the rules governing the fulfillment of the electronic consumer's obligation. The subject will be discussed in two sections: The first section will define the concept of acceptance in electronic commerce contracts. In the first subsection, we will define the obligation of the electronic consumer to accept the goods or service in electronic commerce contracts, followed by the conditions for the consumer to accept the goods or service in the second subsection. The third subsection will address the different forms of acceptance in electronic commerce contracts.

The second section will focus on the fulfillment of the electronic consumer's obligation to accept the goods in electronic commerce contracts, starting with the parties involved in electronic commerce contracts in the first subsection, and then addressing the timing and location of electronic commerce contracts in the second subsection.

I.TITLE 1 : The concept of acceptance in electronic commerce contracts

The first section will define the concept of acceptance in electronic commerce contracts. In the first subsection, we will define the obligation of the electronic consumer to accept the goods or service in electronic commerce contracts, followed by the conditions for the consumer to accept the goods or service in the second subsection. The third subsection will address the different forms of acceptance in electronic commerce contracts.

First Subtitle: Definition of the Electronic Consumer's Obligation to Accept the Goods in Electronic Commerce Contracts

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The obligation of the electronic supplier to deliver the subject matter of the contract in electronic commerce contracts is counterbalanced by the obligation of the electronic consumer to fulfill the acceptance of the goods or services.

There are several ways in which the electronic supplier can fulfill the delivery obligation, such as providing the goods to the consumer directly by sending them over the internet, if that is feasible, or by sending a letter informing the consumer that the goods are ready for delivery and that they need to accept them.

Acceptance refers to placing the purchased item at the consumer's disposal, such that they are able to possess and benefit from it in the intended manner without any hindrance. It does not require the actual physical transfer of possession to the consumer; it suffices that possession can be obtained, as stipulated in Article 367, paragraph 1 of the Civil Code[1].

As for the term acceptance, the legislator uses it in both the Civil Code (Articles 392, 394, 395 of the Civil Code) and in Law 18-05 concerning electronic commerce, particularly in Article 17.

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[1] - Siklab, F, The contractual liability of the electronic supplier in Algerian law. Academic Journal of Legal Research, volume 12, number 3, year 2021, p 572.

However, despite the legislator's use of the term acceptance, no clear definition is provided. To define acceptance in the context of electronic commerce contracts, we will turn to scholarly definitions and adapt them to the form of acceptance in electronic commerce contracts.

Thus, acceptance can be defined as a unilateral legal act that represents the acknowledgment made by the electronic consumer regarding the service or product[2].

Definition of Acceptance in Electronic Commerce Contracts: Acceptance can also be defined as the act through which the contracting party, the electronic consumer, accepts the service or goods with or without reservations. In other words, acceptance occurs when the electronic consumer agrees to accept the subject matter of the electronic contract—whether it is a service or a product—after ensuring that the conditions of the electronic contract are met and that the subject matter, the service or product, complies with the contract[3].

Additionally, according to French legal doctrine, acceptance is not merely the physical act of taking possession of the goods, which is considered a material act. Rather, it requires a more significant meaning in terms of its legal effects. It involves the electronic consumer making a legal declaration, showing the voluntary element of acceptance by acknowledging receipt of the service or goods. The consumer affirms that the execution has been properly and satisfactorily completed, thus providing a receipt that shows this acknowledgment.

When referring to the text of Article 17 of Law 18-05 concerning electronic commerce, although it does not define acceptance explicitly, the content of the article can help us infer the legal perspective adopted by the legislator. According to Article 17, "The electronic supplier must ask the electronic consumer to sign a receipt upon the actual delivery of the product or performance of the service subject to the electronic contract."

This implies that the legislator's approach to defining acceptance involves both the material and immaterial elements of the process. The material element of acceptance is the taking possession of the goods or the performance of the service after actual delivery, while the immaterial element is represented by the electronic consumer signing a receipt to acknowledge the receipt of the product or service.

Thus, the Algerian legislator has adopted the same approach as French legal doctrine in defining acceptance, which includes both its material and immaterial elements.

Therefore, acceptance is the act through which the electronic consumer acknowledges the actions and affirms that the consumer has fulfilled their obligation. It is also a process dedicated to granting the supplier an acknowledgment of proper execution of the transaction entrusted to them[4].

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[2] - Delbeque, P, Le contrat d'entreprise, The enterprise contract]. Dalloz Edition, year 1993, p 54.

[3] - Sabri, M., Aoudia, K., & Lallem, M, Guide de gestion des marchés publics, Guide to public procurement management, Édition de Sahel. Year 2000, p173.

[4]- Malinvaux, P., & Jestaz, P, Droit de la promotion immobilière, Law of real estate promotion, 5th edition., Précis Dalloz, Dalloz Edition, number 74. year 1991, p 66.

Second Subtitle: Conditions for the Electronic Consumer to Accept the Goods or Service in Electronic Commerce Contracts

In order for the acceptance process in electronic contracts to be completed, both objective and formal conditions must be met.

First Branch: Objective Conditions

The objective conditions for acceptance involve the electronic consumer accepting the subject matter of the electronic contract itself—i.e., the product or service agreed upon in the electronic contract—after the product has been provided or the service has been performed. The actual acceptance must align with what is specified in the contract, meaning the product or service must meet the contractual conditions.

1. Completion of Product Provision or Service Performance in Electronic Commerce Contracts

The electronic supplier is obligated to fulfill the electronic contract by making the product or service available to the electronic consumer once the product has been provided or the service has been completed. This is an obligation to achieve a specific result.

However, the supplier may fail to deliver the required product or service. Law 18-05 addresses the case where the product is unavailable in the supplier's inventory, prohibiting the supplier, under Article 24, from accepting an order for that product.

2. Actual Acceptance of the Product or Service in Compliance with Contract Terms

It is required that the product provided or the service performed complies with the terms of the electronic contract for the electronic consumer to be obligated to accept the product or service from the supplier. For acceptance to occur, the product or service must have been actually received in the manner described in Article 17 of Law 18-05. The meaning of "actual acceptance" is clarified through the following necessary elements for the delivery and acceptance process:

1. The product or service must match the consumer's order. If it does not, the electronic consumer may refuse to pay for the product or service or the delivery costs, according to Article 21 of Law 18-05.

2. The supplier must adhere to the delivery deadlines. If the supplier fails to meet the agreed delivery deadlines, the electronic consumer may return the product in its original condition within a maximum of four (4) business days from the actual delivery date, without prejudice to their right to claim compensation for any damage caused, according to Article 18-05.

3. The product or service must conform to the order. If the supplier delivers a product that does not match the order or if the product is defective, the electronic consumer is required to return the product in its original packaging within a maximum of four (4) business days from the actual delivery date, according to Article 23 of Law 18-05.

Second Branch: Formal Conditions

Article 17 of Law 18-05 stipulates: "The electronic supplier must request that the electronic consumer sign an acknowledgment of receipt upon the actual delivery of the product or service subject to the electronic contract. The electronic consumer cannot refuse to sign the acknowledgment of receipt. A copy of the acknowledgment of receipt must be provided to the electronic consumer."

The formal conditions to be observed according to the provisions of Article 17 of Law 18-05 are as follows:

1. Preparation of the Acknowledgment of Receipt by the Electronic Supplier

The supplier must prepare an acknowledgment of receipt and present it to the electronic consumer for signature upon the delivery of the product or service.

2. Signature of the Acknowledgment of Receipt by the Electronic Consumer

The electronic consumer must sign the acknowledgment of receipt upon the actual delivery of the product or the performance of the service subject to the electronic contract. It can be inferred that the legislator requires the electronic consumer to sign the acknowledgment of receipt when the product or service is physically delivered, meaning once the consumer has confirmed that the product or service conforms to the contract terms.

If the product or service does not meet the contract specifications, the electronic consumer is not obligated to sign the acknowledgment of receipt, as they have the right to return the product or service to the electronic supplier.

3. Provision of a Copy of the Acknowledgment of Receipt to the Electronic Consumer

A copy of the acknowledgment of receipt must be provided to the electronic consumer. The requirement for providing the consumer with a copy of the acknowledgment is justified in electronic contracts due to the fast-paced nature of the delivery process, which makes it difficult to pinpoint the exact time of delivery. The delivery may occur without the consumer's immediate awareness, especially when the delivery is virtual, such as in the case of digital goods. Furthermore, delivery may be done traditionally, where the consumer must sign the acknowledgment to clarify the responsibility for any damages during the process.

The acknowledgment of receipt serves as a written proof of the transaction, detailing the time, place, and method of the delivery. This ensures the consumer’s right to pursue a claim against the supplier, especially in cases where latent defects appear after the product has been used, even if no defects were evident at the time of delivery.

4. Penalty for Non-Compliance with Formal Obligations

The question that arises from reading Article 17 of Law 18-05 is: What are the penalties for non-compliance with the formal obligations stated in this article? These obligations are specific to electronic contracts, which complicates the application of general contract rules. Since these formalities are mentioned in the law governing electronic contracts, the penalties should logically be included in the same law that introduced these formal obligations.

If the acknowledgment of receipt is not provided to the electronic consumer, one might question whether the delivery is considered to have occurred. Logically, it would be difficult to imagine that delivery has not taken place if the consumer has received the product or service. Alternatively, does this mean that delivery has taken place, and the electronic supplier bears responsibility for not fulfilling the positive claim against the electronic consumer due to the consumer's failure to comply with contractual obligations?

In cases where the consumer refuses to sign the acknowledgment of receipt, they lose the benefit of claiming against the electronic supplier if there is a breach in the fulfillment of the delivery obligation.

third Subtitle: Forms of Delivery in Electronic Contracts

The method or form of delivery of the product or service to the electronic consumer varies depending on the type of object in the contract. Some items can be delivered directly online, while others cannot, requiring physical delivery instead.

First Branch: Traditional Delivery (Physical Delivery)

In the case where the object of an electronic contract is a product or service that has a tangible, physical presence, it is not possible to deliver it directly via the internet. In such cases, the delivery occurs according to traditional rules, and it happens in the physical environment, outside the electronic platforms. If the delivery involves placing the item at the consumer's disposal, allowing them to possess and benefit from it as intended without obstruction, it is not necessary for the physical possession to be transferred to the consumer immediately. It suffices that the consumer can gain possession of the item, in accordance with Article 367, Paragraph 1 of the Civil Code[5].

Thus, delivery is the act by which the electronic consumer acknowledges receipt of the item or service, confirming that they have fulfilled their obligations. It is also a process for granting the supplier a receipt, acknowledging that the transaction has been properly completed, as previously discussed.

Delivery can also be defined as the act by which the contracting party (the electronic consumer) accepts the service or product, either with or without reservations. In other words, delivery occurs when the electronic consumer accepts the object of the electronic contract—whether it is a service or a product—after ensuring that the terms of the contract have been met and that the product or service aligns with the contract’s specifications, as previously mentioned.

In this traditional form of delivery, the electronic consumer takes possession of the contract’s object and signs an acknowledgment of receipt, whether the item is a product or a service.

Second Branch: Electronic Acceptance or Intangible Acceptance

A remotely concluded contract may be executed in its material aspect as soon as the product or service is received directly via the internet, with the contracting party obtaining it on

[5] - Siklab, F., 2021, p. 572.

their electronic system or website[6], Once placed at their disposal, the contracting party can possess and use it without any obstacles. They take control of it via the internet and the automated device used for that purpose, ensuring the actual acceptance of the contract's subject, as stipulated in Article 17 of the Electronic Commerce Law 18-05.

In this case, execution occurs entirely through electronic means. For example, hiring a specialist to design a website or develop software and information programs. results in delivery over the internet. The user is granted access to the information by downloading, retrieving, or copying it directly from the website.

From a legal perspective, for the electronic consumer to complete the acceptance process, they must sign an acknowledgment of receipt upon actual delivery when requested by the electronic supplier.

The electronic supplier may request the consumer's signature on the receipt electronically, just as the contract subject was delivered via the internet. This can be done by sending a document containing receipt information related to the contract's acceptance, with a designated space for the consumer's electronic signature. The consumer prints the document in a traditional paper format, signs it, scans it back into digital form, thereby creating an electronic acknowledgment of receipt with the electronic consumer's signature, and then sends it back to the supplier.

Thus, the electronic consumer's acceptance is completed both materially and legally in an entirely intangible (non-traditional) form, meaning acceptance in electronic form applies to both the contract's subject and the acknowledgment of receipt.

Electronic transmission methods are used to execute the acceptance obligation, either via the web or email, as will be discussed in the following examples:

1. Via the Web

The consumer receives the digital product or service directly via the web, in the form of digital information, using filling or downloading (Téléchargement) techniques. These technologies, such as PDF (Portable Document Format), are widely used for digital content transfer. The supplier is required to enable the consumer, through all available technological means, to access and use the digital product or service without obstacles.

This means the supplier must ensure the digital product or service can be transmitted and accessed using appropriate software, such as Acrobat Reader, so the consumer can download, read, or view the digital content[7].

2. Via Email

Another common method for electronic delivery of digital goods or services is through email. This is one of the most widely used tools in e-commerce, as it provides a virtual address where the consumer can receive digital products or services. The service or product may be sent as attachments, which could include written text, audio files, videos, or images. The key benefit

[6] - Siklab, F., 2021, p. 572.

[7] - Houhou, Y, Conclusion of the electronic sales contract: A comparative study, Doctoral dissertation, University of Algiers 1, Faculty of Law, Department of Private Law, year 2013, p 252.

of email delivery is its speed, as it allows almost instantaneous delivery of digital goods or services.

For this method, the consumer must have an active email address, similar to a physical mailing address, and should be able to access the files or documents attached to the email. This could include documents, videos, or audio files, depending on the nature of the product. Email allows consumers to quickly review the digital goods they have purchased, such as reading an eBook, viewing an image, or listening to an audio file[8].

In both cases, whether via the web or email, the key principle of electronic delivery is that the consumer can access, download, and interact with the product or service without any physical barriers, and the process must be completed electronically in a secure and efficient manner.

TITLE 2 : Conditions for the Electronic Consumer to Accept the Goods or Service in Electronic Commerce Contracts

In electronic commerce contracts, delivery takes place through specific processes, involving various parties, and occurs at certain times and locations. The execution of this delivery process relies on the involvement of these parties.

Second Subtitle: Parties Involved in the Delivery Process in Electronic Commerce Contracts

To execute the delivery of goods or services in electronic commerce contracts, the contractual parties are the primary actors in the process. However, there are other parties or individuals involved in the process who are not directly part of the contract between the supplier and the consumer but have roles in facilitating the delivery. These third parties may have separate contracts with the primary parties or other individuals involved in the contract.

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Branch 1: Parties to the Electronic Commerce Contract

The parties to an electronic commerce contract are primarily the electronic supplier and the electronic consumer.

Firstly. Electronic Supplier (Vendor)[9]

Various offers are available on internet websites, originating from a wide range of sellers. These sellers may include non-professional vendors who only register on the website as well as professional companies, institutions, and producers. When considering the legal nature of a seller, whether online or offline, we look at general legal rules to determine the role of an online

[8] - Houhou, Y., 2013, p. 253.

[9] - Houhou, Y., 2013, pp. 41-42.

vendor. The concept of an electronic supplier under Algerian Law (18-05) is distinct from the traditional vendor.

In the context of e-commerce, a vendor is defined as an individual or organization that sells goods or provides services to a buyer or service recipient for a monetary price based on a contractual relationship. This relationship does not always require the seller to register on the website for a short period or to comply with the full set of obligations associated with traditional commerce. The internet, in this case, serves as a medium of communication but not necessarily as the means to conclude the contract; the contract may still be formed traditionally, and in such a case, it is not considered an electronic sales contract.

However, when the internet serves as the medium for concluding the contract, the transaction is categorized as an electronic sales contract between the seller and the buyer or an electronic service provision contract between the service provider and the recipient. This distinction is important, as applying traditional contract rules would allow the vendor or service provider to avoid some obligations that arise due to the use of the internet. As such, the concept of an electronic supplier involves specific obligations, such as the obligation to clearly identify themselves in the commercial offer, a stipulation under Article 11 of Law 18-05.

According to Article 6 of Law 18-05, an electronic supplier is defined as "any natural or legal person who markets or proposes the provision of goods or services via electronic communication." Article 10 of the law further states, "Every electronic commercial transaction must be preceded by an electronic commercial offer that is approved by the electronic consumer."

Therefore, an electronic supplier is anyone who engages in electronic commerce, offering goods or services via the internet. The supplier is obligated to provide a commercial offer that includes information about the supplier and the goods or services offered, enabling the electronic consumer to finalize the transaction via an electronic contract. From this, it is clear that the supplier's role in electronic commerce is different from that of a traditional vendor or service provider. The electronic supplier must meet specific requirements, such as presenting an electronic commercial offer and providing mandatory information before the electronic contract is concluded.

This regulation aims to enhance the credibility of electronic transactions and protect consumers, who are often seen as the weaker party in such transactions, from fraud, deception, and other potential risks that arise in remote dealings.

Secondly: The Electronic Consumer

The consumer is the contracting party who acquires a product for the purpose of consumption. The Algerian legislator, in the latest amendment to the Consumer Protection Law No. 09-03 dated 25/02/2009[10], adopted a broad concept of the consumer and considered that the consumer is "any natural or legal person who acquires for a price or for free, a good or service intended for final use to meet their personal needs or the needs of another person or an animal under their care." This follows the adoption of the narrower concept in Law No. 89-

[10] - Law 09-03, 2009, p. 15.

02[11]. which considered the consumer to be always a natural person who acquires goods or services for personal purposes, excluding legal persons from being considered consumers.

The legislator also defined the consumer in Law 18-05 concerning electronic commerce in Article 6 as "any natural or legal person who acquires for compensation or free of charge a good or service through electronic communications from the electronic supplier for the purpose of final use."

From the definition provided in the Electronic Commerce Law, it is evident that the legislator also adopted the broad concept of the electronic consumer in Law 18-05, including both natural and legal persons. Additionally, the definition specifically addresses the electronic consumer, rather than the general consumer. This is made clear through the inclusion of electronic communication methods through which transactions occur and the identification of the parties involved as electronic contracting parties, whether the consumer or the supplier.

Branch 2: Intermediaries Contributing to the Delivery Process and Contracts Made Between Them and the Electronic Contract Parties

The exchange of information via the internet requires the intervention of various parties, each with distinct roles and activities to ensure its operation. These parties enable internet users to access the network, navigate freely, and obtain or disseminate information as needed. They facilitate the conclusion of contracts at a distance, particularly online, acting as intermediaries between the seller and the buyer via the internet, by offering services that enable communication between the contracting parties online, as mentioned earlier.

The services provided by these intermediaries are also facilitated by the conclusion of various contracts between them and with the contracting parties, including contracts with both the seller and the buyer.

These individuals are referred to as "Internet Service Providers" or "Internet Intermediary Service Providers." Intermediaries are a group of people whose role is limited to enabling the user to access the internet, browse freely, and access the desired information. Some of them transmit the service, others enable the user to access the website, and others store, produce, or supply the information.

The main types of intermediary service contracts on the internet include those aimed at delivering information over the internet. Additionally, there are technical intermediary service contracts that are essential for completing the delivery of content on the internet from a technical perspective.

Firstly: Contracts for Information Supply Over the Internet

We distinguish between two types of contracts for information supply. The first type is the contract for broadcasting or supplying a specific content on the internet, and the second type is the subscription contract to information banks.

[11] - Houhou, Y., 2013, p. 49.

1. Contract for Broadcasting or Supplying Specific Content on the Internet

Information may be supplied to conclude an electronic commerce contract through a contract for broadcasting or supplying specific content on the internet, whether the content pertains to the seller or the buyer. A contract for broadcasting specific content on the internet is concluded between the information and service provider and the entity offering it on internet sites. This refers to the contract between the information and service providers and the website service provider[12]. This occurs when someone wants to input specific content on the internet, consisting of certain information, to make it available for anyone interested in viewing it, without needing to enter into a contract with the information supplier (Le fournisseur de contenu). The supplier can be a professional person or an ordinary individual[13].

Here, it is important to address a key point: the term used by the legislator in Law 18-05 concerning electronic commerce—does it refer to one of the parties in the contract that supplies information related to electronic commerce?

To answer this, we return to the definition of the electronic supplier provided by the legislator. As stated in Article 6 of the previously mentioned Law 18-05, an electronic supplier is "any natural or legal person who markets or offers to supply goods or services via electronic communications."

The law defines electronic commerce as "the activity through which an electronic supplier offers or ensures the provision of goods and services remotely to an electronic consumer through electronic communications."

It can be concluded that the electronic supplier, according to Law 18-05, falls within the group of service providers who supply information over the internet. This information involves offering or ensuring the provision of goods and services remotely to an electronic consumer through electronic communications, here represented by the internet. These goods and services are provided by the electronic supplier to the electronic consumer, after concluding two types of contracts: the first contract is with the entity offering the information about the goods and services they wish to display on internet sites (i.e., the contract between the electronic supplier and the website service provider). Then, an electronic commerce contract is concluded between the electronic supplier and the electronic consumer, proposing the provision of goods and services remotely via the internet or any electronic communication means.

2. Subscription Contract for Information Banks

Some scholars define the subscription contract for information banks (banques de données) or databases (bases de données) over the internet as a contract in which the supplier or database owner commits to providing the client (whether seller or buyer), in exchange for a specific subscription, access to the information database, enabling the client to obtain information that suits their needs[14].

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[12] - Ibrahim, K. M, Conclusion of the electronic contract: A comparative study. Dar Al-Fikr Al-Jamei, 2006. P 82. Mansour, M. H, Electronic liability. New University House, 2003. P33.

[13] - Mansour, M. H, Electronic liability. New University House, 2003. P33.

[14] - Mansour, M. H., 2003, p. 31.

Referring to Law 18-05 on electronic commerce, we find that Article 6 defines the electronic consumer as "any natural or legal person who acquires, for a fee or for free, goods or services via electronic communications from the electronic supplier for final use."

Here, it is important to note a crucial point related to Law 18-05 on electronic commerce: In the subscription contract for information banks, the person subscribing to these banks is the electronic consumer under the definition of Law 18-05. This person seeks to subscribe to the information banks in order to obtain relevant information, that is, information related to goods or services via the internet from the electronic supplier for final use. The electronic consumer concludes two types of contracts: the first is the subscription contract to the information bank between the electronic consumer and the database owner for access to the database. The second contract is between the electronic consumer and the electronic supplier for the acquisition of goods or services via the internet for final use.

Secondly: Contracts for Technical Intermediary Services to Complete the Content Supply Process Over the Internet (from a Technical Perspective)

There are numerous types of technical intermediary service contracts on the internet, and they are constantly evolving in line with the developments observed in the internet network and the services offered through it. Among these contracts, we find:

- Internet Access Contract (Le Contrat d'accès à l'Internet)

- Hosting Contract (Contrat D'Hébergement)

- Website Creation Contract (Contrat de Création de site (web))

- Domain Name Registration Contract (Contrat de enregistrement de nom de domaine)

1. Internet Access Contract (Le Contrat d'accès à l'Internet)

Some scholars define the internet access contract, or the internet subscription contract, as "an agreement in which the service provider commits to enabling the subscriber or client to technically connect to the internet, in exchange for the subscriber's or client's commitment to pay the agreed-upon fee"[15].

From the above, it is clear that whether the user is the seller or the buyer, or the electronic supplier and the electronic consumer under the definition in Article 6 of Law 18-05, the user must obtain from the internet access provider the device that allows them to connect to the internet. They must also subscribe to a telephone service and have a device for internet communication, such as a computer or mobile phone with remote communication services via the internet.

In other words, both the electronic supplier and the electronic consumer must enter into the internet access contract with the internet access provider to enable communication between

[15] - Al-Tamimi, A, The legal regulation of electronic banking on the Internet. New University House, (2012). P 141.

the supplier and the electronic consumer for e-commerce. Therefore, this contract must be concluded before the e-commerce contract.

2. Hosting Contract (Le Contrat D'Hébergement)

Some scholars define the hosting service contract as "the meeting of two wills to conclude a contract for informational content, that is, data and messages, exchanged among users of this information and sent to others by any means"[16]. It can also be defined as "a contract in which the service provider places some of their devices or technical tools (a computer acting as a server) at the disposal of the subscriber to host the client's website on the internet, in exchange for the client's commitment to pay the agreed-upon fee"[17].

The subject of this contract is the hosting provider allocating a portion of their devices for the benefit of the client, to host and house the client's website on their servers (which are connected to the internet). These servers are capable of sending and receiving information on the internet[18].

3. Website Creation Contract (Le contrat de Création de site (web))

The website creation contract is where the service provider commits to creating a website for the client through their computer, which is connected to the internet, allowing the client to operate through this website on that device[19]. The parties to the website creation contract are the individual seeking to establish an online presence and the website designer[20].

A website is also defined as a fixed location or a dedicated interface for the client, enabling them to showcase their products, services, information, or content in the form of pages, all under a specific electronic address[21]. Therefore, it is an effective tool for businesses and professionals (entrepreneurs, lawyers, experts, etc.)[22].

4. Domain Name Registration Contract (Contrat de l'enregistrement de nom de domaine)

A domain name registration contract is a reservation agreement concluded between the publisher of an existing or to-be-created website and the registrar (registraire), who commits to registering domain names across different domain spaces. Each domain is managed by a registry operator (e.g., .com, .net, .biz).

It is worth noting that geographic domains, which pertain to different countries, are managed by specialized entities. In Algeria, for example, the domain name registrar is the Network Internet Center (dz.nic), which has published a naming charter with specific procedures for granting domain names. Additionally, registrars and registries must be accredited by ICANN, which establishes rules for domain name allocation and management.

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[16] - Nasif, E, International contracts: The electronic contract in comparative law, 1st edition. Al-Halabi Legal Publications, (2009), p 50.

[17] - Ibrahim, K. M., 2006, p. 78.

[18] - Al-Tamimi, A., 2012, p. 191.

[19] - Mansour, M. H., 2003, p. 29.

[20] - Ibrahim, K. M. 2006, p. 76.

[21] - Ibrahim, K. M., 2006, p. 163.

[22] - Mansour, M. H., 2003, p. 29

The Algerian legislator defines a domain name in Law 18-05 on Electronic Commerce, Article 6, as "a series of letters and/or numbers that are extracted and registered with the national domain name registry, allowing identification and access to the website."

Second Subtitle: Time and Place of Acceptance in Electronic Commerce Contracts

Acceptance occurs at the place of delivery, and the timing of acceptance coincides with the moment of delivery. Logically, acceptance cannot occur without delivery first taking place—placing the product or service at the disposal of the electronic consumer enables acceptance to happen. Therefore, the timing of acceptance is aligned with the timing of delivery.

The time and place of delivery and acceptance are determined according to general contract rules, as per Article 394 of the Civil Code, through agreement or custom. If no agreement is made, the default place of acceptance is where the item is located at the time of contract conclusion. The consumer must accept it without delay, except for the time required to carry out the delivery and acceptance process.

In electronic contracts, the time and place of delivery and acceptance are determined based on the rules outlined in Law 18-05 on Electronic Commerce. This law requires the electronic supplier to specify the delivery time, as it is one of the supplier's fundamental obligations toward the consumer. This obligation is particularly critical in electronic transactions due to their remote nature, rapid execution, and virtual, intangible environment. Therefore, the electronic supplier is required to specify the timeframe for delivery and acceptance in advance before concluding the contract[23].

This requirement is explicitly stated in Article 11 of Law 18-05, under the section on requirements for commercial transactions via electronic communication, which states that the electronic commercial offer must include the conditions, costs, and deadlines for delivery.

Similarly, Article 13 of the same law specifies that the electronic contract must include the conditions and modalities of delivery.

Conclusion:

In the conclusion of a research study, the researcher should present the findings obtained rather than merely summarizing the study. Additionally, recommendations regarding the subject matter should be provided when necessary.

After examining the topic of the electronic consumer's obligation to accept delivery in electronic commerce contracts under Law 18-05 on Electronic Commerce, it became evident that this obligation was not adequately regulated by the legislator. A single article is insufficient to govern such a new and evolving type of contract. The subject is far too complex to rely solely on the application of general contract rules.

[23] - Belila, A. R, Delivery in electronic sales as a legal mechanism for consumer protection. Ma'aref Journal, volume 16, number 2, year 2021, p 122.

Through this study, we arrived at a number of findings and recommendations, which we will briefly outline as follows, along with some proposals aimed at better regulating electronic commerce contracts:

1. Establishing clear legal rules defining the electronic consumer

The law should precisely specify who qualifies as an electronic consumer. A clearer distinction is needed to determine which individuals are subject to the rules of electronic commerce contracts under Law 18-05. Additionally, the definition of legal persons requires further clarification, as it is broad and could even include the state. If this is the case, does this mean that the state itself can be a party to electronic commerce contracts and be subject to Law 18-05?

2. Expanding the definition of the electronic consumer

When defining who is subject to electronic contract rules, it is advisable to broaden the definition of the electronic consumer to include both the final consumer and intermediary consumers. Many electronic commerce participants purchase goods online with the intent to resell them, making it essential to clarify their legal status.

3. Standardizing terminology in electronic commerce law

The Electronic Commerce Law uses varying terms such as "goods" and "products." A standardized, comprehensive term should be adopted to cover all items that can be traded online. A broad and inclusive term should be introduced to ensure clarity, covering all items that may be sold in electronic commerce transactions.

4. Clarifying the forms of acceptance (physical and intangible)

The law should clearly distinguish between physical and intangible acceptance and specify the applicable rules for each. The rules governing physical acceptance and intangible acceptance are inherently different. Additionally, a distinction must be made between physical acceptance in electronic contracts and acceptance in traditional contracts.

5. Defining specific rules for delivery and acceptance in electronic contracts

Currently, general contract rules are applied to electronic transactions, but due to the unique nature of electronic acceptance, it is time to move away from this approach. Instead, specific rules for the time and place of acceptance should be established to align with the distinct characteristics of electronic contracts.

In conclusion, Law 18-05 on Electronic Commerce requires further legal refinements to effectively regulate the obligations of electronic consumers, particularly regarding acceptance and delivery processes. Establishing clear, precise, and modernized legal frameworks will enhance the credibility and efficiency of electronic transactions, ultimately providing better protection for electronic consumers.