

Consumer Protection Rules on the Internet According to Jordanian and Qatari Law

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Abstract

One of the most serious issues related to contracts at all, the conclusion of contracts without the known methods between the present or absent or by the means of communication developed by man, which has become connected between the parties all over the globe, shortened the distances and barriers spatial and temporal.

These means have become tangible for the conclusion of many transactions through it, and the creation of actions through it, the most important of which is the Internet, where the transformation from the mere exchange of data via e-mail to the completion of business operations, imposed itself strongly, characterized by the current era we are witnessing. The enormous achievements made by contemporary scientific and technical development, and electronic developments are the culmination of these achievements. Their merger has radically changed the methods and methods of work in the various fields of human activity. Today tectonic tools and systems have become an important component of the Through various institutions, whether administrative, service, governmental or economic.

Keywords: *Consumer, Contracting, Internet.*

Introduction

It is widely known that the primary engine behind any transformation witnessed in our contemporary world is primarily based on knowledge and scientific accumulation. These constitute the robust foundation for social and economic development, serving as the cornerstones for any progress. In this context, a vigorous revolution, known as the Information Technology revolution, took off in the late last century. It yielded unprecedented advancements in various fields and aspects of modern life, fundamentally altering the depth, inclusivity, and speed of the world's lifestyle. This propelled us into the era of globalization and the internationalization of production. This can be attributed to the fusion of computing systems and communication systems, resulting in what we now know as the Internet. It has evolved into a commercial hub, reaching out to inhabitants across the globe, dominating the majority of activities and commercial endeavors. It now possesses the capability to extend its services to a large segment of society, ranging from governments and institutions of all types to ordinary individuals. Consequently, numerous contracts and transactions are concluded daily through this platform, transforming the interconnected world into a small global village.

All of this has turned the world into an open market for consumers to satisfy their needs without the necessity for monetary presence from both parties of the contract. Since some contracts are executed through the Internet, where the other party is the consumer, it became imperative to provide the necessary protection for them, considering them as the weaker party in the relationship that binds them to the producers, suppliers, and marketers

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of goods and services who possess professionalism, specialization, and accumulated experience in their practice over the years. They employ various means of advertising, captivating offers, and sometimes exaggerations, which influence the consumer's decision and prompt them to engage in contracts. Furthermore, these contracts are carried out in a virtual world and an electronic space, making the consumer unable to physically inspect the goods and services to ensure their safety and suitability to meet their needs as required.

Based on this, in this research, we will attempt to address the topic of consumer protection on the Internet. This will be achieved by discussing the following elements in the form of three main points:

1. Different Conceptual Contents of Consumer and Electronic Contract.
2. Criminal Protection for Consumers on the Internet.
3. Civil Protection for Electronic Consumers.

Section One: Different Conceptual Contents of Consumer and Electronic Contract:

The Internet is a distinctive medium that drives individuals to conduct their transactions through it. As is well known, the numerous web pages spread across this network operate with all their energy and capabilities to entice the consumer and induce them to enter into contracts. This often leads to making them susceptible to manipulation of their interests and attempts to deceive them by employing promotional and advertising techniques that may not necessarily reflect reality. Additionally, there is a lack of commitment to providing sufficient information about the goods, products, or services subject to the contract.

Before delving into the issue of civil protection for the electronic consumer from the advertisements published, it is essential to define the concept of the consumer and the concept of the electronic contract.

First: The Concept of the Consumer:

Defining the consumer has garnered significant interest from jurists, yet consensus on a unified definition has not been reached. This is evident in the emergence of two distinct approaches, one advocating for a narrow definition of the consumer and the other calling for a broader one. The legislations in Jordan and Qatar had their unique perspectives on this matter, as will be elucidated.

The terms "consumption" and "consumers" are relatively recent appearances in the field of legal jurisprudence. Originally, they stem from economic concepts. Definitions within jurisprudential discourse have been in conflict regarding the determination of a unified definition for the consumer.

Some define it as: "The natural or legal person who engages in a legal transaction to obtain a product with the intention of using it themselves or for their immediate family. The same characteristic extends to professionals who contract outside their field of expertise.".

Therefore, the beneficiary of the provisions of laws related to consumer protection is any person who acquires or uses goods or services to achieve a personal or family goal. The majority of French jurisprudence tends to support this narrow interpretation of the concept of the consumer, including the French jurist GUYON Yves. .

From the previous definitions, it becomes evident that the consumer status is attributed to those who meet two conditions:

- The consumer must have acquired the product or service for personal or family purposes.
- The subject of the consumption contract must be a product or service.

1. Definition of the Consumer in Qatari and Jordanian Legislation:

Referring to Article Two of the Jordanian Consumer Protection Law No. 7 of the year 2017, the consumer is defined as: "The natural or legal person who acquires a commodity or service, whether for consideration or free of charge, to satisfy their personal needs or the needs of others. This does not include those who purchase the commodity or service for the purpose of resale or leasing."

Moreover, for further clarification and to provide more transparency, the Jordanian legislator went on to explain some related terms within the definition, such as the meanings of commodity, service, provider, and advertiser. This was done with the aim of removing any ambiguity and ensuring effective protection for the consumer..

As for the Qatari Consumer Protection Law, it did not deviate significantly from what the Jordanian legislator addressed. In Article One of Law No. 8 of the year 2008 regarding consumer protection in Qatar, the consumer is defined as: "Every person who obtains a commodity or service, whether for consideration or free of charge, to satisfy their personal needs or the needs of others, or engages in a transaction or contract regarding it." " Upon examining both texts, it becomes evident that both the Qatari and Jordanian legislations attempted to provide broader definitions of consumption in order to offer greater protection for the consumer. This was achieved by considering anyone who advertises or promotes a commodity or service, whether by themselves or through others, or by any means of advertising, as part of the sphere of consumption. The inclusion of the term "any means" is expansive, encompassing electronic promotion and advertising. This leads us to the realm of electronic consumption and electronic contracts.

Considering the wording of these articles, it is clear that both legislations have adopted a narrow definition of the consumer. This is because they have made personal or familial use the basis for the consumer status. Consequently, anyone who contracts to obtain a commodity, service, or product for the purpose of their profession, trade, or their owned enterprise falls outside the scope of the consumer. Similarly, individuals who purchase goods and products for the purpose of resale are also excluded from the category of consumers. .

2. Electronic Consumer:

2.1. Definition of the Electronic Consumer:

The electronic consumer remains a genuine consumer, not deviating from its original meaning. However, an additional specification is made regarding their transaction through electronic means. The electronic consumer is defined as: "Anyone who obtains, through electronic contracting, a commodity or service, whether for consideration or free of charge, to satisfy their personal needs or the needs of others." ."

The electronic consumer in the field of electronic transactions or e-commerce is essentially the same as a consumer in traditional contractual relationships. The difference lies in the mechanism of contracting and communication between the parties. The electronic consumer conducts their commercial transactions electronically through the worldwide network (the Internet). This means that the electronic consumer enjoys all the rights granted to the traditional consumer. .

The electronic consumer enters into contracts for goods they haven't physically seen. This makes them vulnerable to deception and fraud, as their expertise in this contractual field is often limited. Additionally, they face other risks, such as dealing with unknown and unverified entities (intermediaries). These entities may not be subject to sufficient oversight to ensure the protection of those conducting transactions with them. Moreover, they may not be bound by national laws, especially if they operate outside the territorial jurisdiction of the state and could potentially be fraudulent. These risks are not encountered by the regular consumer, as they deal with known entities and known goods

or services that are confirmed to exist. Additionally, such transactions are usually governed by national law. Therefore, electronic contracts necessitate additional protection due to the unique nature and modernity of these transactions conducted over the internet and through electronic correspondence. .

2.2. The Position of Qatari and Jordanian Legislators Regarding the Electronic Consumer:

Upon reviewing the texts of the Jordanian Consumer Protection Law No. 7 of 2017, it includes provisions specifically for the protection of the electronic consumer. However, it emphasizes the general protection of the consumer. Therefore, it considers the electronic consumer in the field of electronic transactions or e-commerce as essentially the same as a consumer in traditional contractual relationships. The difference lies in the mechanism of contracting and communication between the parties. The electronic consumer conducts their commercial transactions electronically through the worldwide network (the Internet). This means that the electronic consumer enjoys all the rights granted to the traditional consumer. However, the distinction may not be sufficient considering the risks faced by the electronic consumer. .

As for the Qatari legislator, they also followed a similar approach by not providing a specific definition for the electronic consumer. They considered the medium element to be the distinguishing factor between the traditional consumer and the electronic consumer. They regarded the use of advertising and promotion through electronic means as a form of electronic consumption. This is evident in their definition of the consumer and their discussion of the term "advertiser," where they addressed the use of mediums that encompass the electronic consumer. .

Secondly: The Concept of Electronic Contract:

All contracts originate from and are subject, as a general principle, to the sovereignty of will. An individual enters into a contract with a free will, without coercion or pressure. However, in some contracts, the principle of the sovereignty of will may be less evident. The individual may find themselves compelled to enter into a contractual relationship and submit to the terms of the other party without discussion or negotiation. This is the case with consumer contracts, which aim to meet the consumer's needs provided through economic assistance within the framework of the consumption contract.

The electronic contract is the cornerstone of electronic commerce. This leads to defining the electronic contract by focusing on the general principles of civil law as the fundamental legal system, from which other branches of law have branched out. Additionally, it involves discussing some of the special laws that regulate this electronic contract, and then addressing its characteristics.

1. Definition of Electronic Contract: There is no unified definition for an electronic contract, especially considering the diversity of sources and technologies used in its formation. Therefore, we will present the most important definitions provided in international conventions, followed by those in European conventions. The UN Model Law on Electronic Commerce, being the most significant international document in this regard, defines an electronic contract as "an agreement formed through electronic means, including the exchange of electronic communications, that establishes the terms of a commercial transaction." Additionally, European conventions have also contributed to shaping the definition of electronic contracts. While the UN Model Law on Electronic Commerce (UNCITRAL) offers a straightforward definition, it is important to note that each jurisdiction may have its own specific nuances and interpretations.

) n Article 2(b), the definition of "Electronic Data Interchange" encompasses various uses of electronic information, including the formation of contracts and various commercial transactions. The committee responsible for this law has recognized that this definition covers all applications of electronic information. Therefore, an electronic contract is an

agreement where the intention of the parties is expressed using the specific means outlined in Articles 2(a) and 2(b):

- Transferring data from one computer to another according to a unified display system.
- Sending electronic messages using general rules via the internet or other technologies.

It is evident from the above that, according to this law, the internet is not the sole means for completing the contracting process in electronic commerce. Other methods such as Telex and Fax are also included.

Article 02 of Directive 97/07 issued on May 20, 1997 by the European Parliament, regarding distance contracts and consumer protection in this area, defines what is meant by distance contracting..

In Jordanian legislation, Article 02 of the Electronic Transactions Law defines an electronic contract as follows: "An agreement concluded by electronic means, either wholly or partially."

The same article provides a specific definition for electronic means through which the contract is concluded, stating that it refers to: "Any technology using electrical, magnetic, optical, or similar means for exchanging and storing information." The Jordanian legislator not only defined the electronic contract but also clarified the means through which it is concluded. .

Based on these definitions, it becomes evident that electronic transactions, which involve the exchange of goods or services for money, must take place through an electronic intermediary or an electronic document. Consequently, written documents such as contracts, delivery acknowledgments, invoices, and others are excluded from its scope.

As for the Qatari legislator, they refrained from providing a specific definition for an electronic contract. In Article 1 of the Electronic Commerce Transactions Law, they limited the definition of an electronic transaction to: "Any transaction, contract, or agreement, whether partially or entirely concluded, through electronic communications." The Qatari legislator included how an agreement or transaction is concluded through electronic means, as well as how it is executed. It is noteworthy that a specific type of contract is not specified, as the wording encompasses all types of contracts, including electronic contracts. .

2. Characteristics of Electronic Contracts:

Electronic contracts are those through which parties engage in commercial transactions using electronic means. In this section, we will discuss the key characteristics that distinguish electronic contracts.

2.1 Characteristics of Electronic Contracts:

An electronic contract is distinguished by being formed through electronic means, involving parties who are geographically separated. Additionally, it typically holds a commercial nature. Let's delve into these characteristics:

A. An electronic contract is a contract formed through electronic means. The most prominent characteristic of an electronic contract is that it is established using electronic methods. The means used is what gives it this quality. This typically involves computer systems connected to various communication networks, both wired and wireless. It's worth noting that, due to their connection with technological advancement, it's not possible to exhaustively list all the means at present..

The Internet is defined as: "A vast network of interconnected computers linked by communication lines worldwide."."

The use of the Internet in commercial transactions began in 1992 with the emergence of the World Wide Web. Initially, these transactions were conducted through email

correspondence. However, it evolved to the point where goods and services could be showcased through the network of websites. .

Several means are used for electronic contracting over the Internet, including computers, smart devices, and mobile phones. Therefore, it does not differ from traditional contracts in terms of its subject matter, but it differs in how it is executed. In electronic contracts, writing disappears, considering it one of the most important means of expressing intent and a powerful method of proof. It serves as evidence for both parties if its proof is recognized informally, and as evidence for everyone if its proof is official. In electronic contracts, paper documents vanish, and electronic supports take their place. This necessitates adapting electronic documents in terms of their evidentiary value. If they are accredited by an authorized entity, they become official documents and serve as evidence for everyone. Otherwise, they become evidence limited to the parties involved. Additionally, it is crucial to consider the attribution of electronic documents to the person who issued them. .

B. An electronic contract is a contract concluded remotely: The electronic contract also distinguishes itself from other contracts in that it belongs to the category of contracts concluded remotely. Contracts concluded remotely refer to those contracts entered into between parties located in different places, using one or more means of remote communication. The fundamental characteristic of this type of contract lies in the absence of the physical presence of the parties at the moment of mutual consent. It is a contract entered into between two parties who are not face-to-face at the time of their mutual agreement. Additionally, its conclusion is achieved through one or more means of remote communication.

It can be said here that considering the electronic contract within the category of contracts concluded remotely does not always mean that it is a contract between absent parties. The spatial separation does not negate the possibility of having a virtual meeting for the contract, which is assumed in such contracts. For example, the contract can be concluded over the Internet using means of direct communication and video conferencing.

C. The electronic contract is a contract within the realm of electronic commerce contracts: Electronic commerce is the field where the electronic contract appears prominently. The electronic contract is the most important means of conducting this type of commerce, which has led some jurists to use the term "electronic commerce" as a metaphor for electronic contracts. Electronic commerce does not refer to trading in electronic devices, but rather to commercial transactions and relationships that occur between parties through the use of electronic devices and means such as the Internet.

The second part: criminal protection for consumers on the internet:

the consumer remains the weaker link in the commercial process regardless of its size and monetary value. in our current reality, we observe on a daily basis the extent of encroachment and disregard for the consumer's interests and rights, as well as the failure to comply with the rights guaranteed by the law. in this context, it was imperative for various legislations to establish criminal liability for anyone attempting to harm their interests. any encroachment on private interests implies an encroachment on public interests, which prompted the establishment of criminal responsibility (firstly). additionally, crimes that seriously affect consumer interests have an economic nature. therefore, it was necessary to establish a special punitive policy that aligns with this specificity (secondly)

First: Establishment of Criminal Liability:

Both the Qatari and Jordanian legislations aimed to establish legislative rules with a punitive nature to limit and halt the dominance of producers and suppliers in the markets, given the vulnerability of the other party, which is the consumer. In this context, the Qatari legislator adopted a punitive policy for consumer crimes. In Article 18 of the

Consumer Protection Law, it stipulated a general penalty for anyone who violates the provisions of this law. It states, "Without prejudice to any harsher penalty provided for by another law, anyone who violates any provision of the provisions set forth in the third chapter of this law shall be punished by imprisonment for a term not exceeding two years and a fine of not less than five thousand Qatari Riyals and not exceeding fifty thousand Qatari Riyals, or by one of these two penalties." This is also stipulated in Article 25 of the Jordanian Consumer Protection Law.

One of the most important and widespread crimes is commercial fraud. While Qatari legislator, like others, did not explicitly define commercial fraud, jurisprudence strived to specify its concept, defining it as "any act that changes the nature, characteristics, or benefit [of a product or service]." Most jurisprudential definitions revolve around the idea that fraud is the alteration of the reality of goods or services, making them non-compliant with approved standard specifications, in order to conceal a defect. Fraud is considered one of the oldest and most widespread crimes throughout history. Since fraud is a punishable offense under the law, it can only be classified as a crime if its elements are met, namely the material element, the moral element, and the legal element.

The material element of the crime of fraud:

Article 288 of the Qatari Penal Code stipulates that anyone who, with the intent to commit fraud, uses an inaccurate or non-standard scale, weight, linear measurement, or capacity shall be punished with imprisonment for a term not exceeding one year and a fine not exceeding five thousand Qatari Riyals, or with one of these penalties.

The crime of fraud has also been criminalized in Qatari Law No. 8 of 1990 regarding the control of human food. This is stated in Article 1 of the law.

The crime of commercial fraud falls under the category of formal crimes, which means that it is committed as soon as the act is committed, regardless of whether a result occurs or not. Fraud is considered a crime in itself because it poses a danger to the consumer's safety and interests.

The moral element of the crime of commercial fraud:

Crimes of fraud are considered intentional crimes, requiring the presence of general criminal intent. This means that the perpetrator must have the intention to commit the criminal act, with the knowledge that all elements of the crime are present and in accordance with the requirements of the law, as defined by the Penal Code or relevant specialized laws.

Article 32 of the Qatari Penal Code defines the moral element of a crime as follows: "The moral element of a crime consists of intent and fault." Intent is established when the perpetrator deliberately directs their will towards committing an act or refraining from an act, with the purpose of causing the result for which the law imposes punishment. The last paragraph of the same article states, "The perpetrator shall be questioned about the crime, whether committed intentionally or accidentally, unless the law explicitly requires intent."

In order to establish an intentional act of fraud, the judge must prove that the perpetrator had knowledge and awareness that the product in question was indeed adulterated. The court handling the case can infer the criminal intent from the circumstances surrounding the incident, particularly if the manufacturer or seller had the means to verify the absence of fraud in the goods they intended to sell to the consumer. If the producer or supplier fails to take necessary precautions to ensure the absence of fraud, this serves as sufficient evidence of the intent to deceive.

Referring to Jordanian law, in addition to its combat against all forms of fraud in private laws, it dedicates the third section of the ninth chapter, as well as the fourth section of the eleventh chapter of the Penal Code to fraud crimes.

The Jordanian legislator adopts a meticulous philosophy in criminalizing fraudulent acts committed by professionals, which may victimize consumers. Out of concern for public health first and the integrity of commercial transactions, the legislator embodies the criminalization of fraudulent acts through provisions of the Penal Code. :

Respecting the principle of legality.

Designating fraudulent acts in commercial transactions as hazardous crimes.

Disregarding the victim's consent in denying criminal liability.

Imposing criminal responsibility for the actions of others in consumer-related offenses

In this context, Article 386 of the Jordanian Penal Code criminalizes fraud in the production of foodstuffs, beverages, and medicines intended for humans, animals, or agricultural crops. Additionally, Article 388 criminalizes the possession of health-hazardous food products. Furthermore, Articles 428 to 433 pertain to the criminalization of fraudulent practices in weights and measures, as well as the offense of contract fraud. .

Second, the punitive policy for consumer crimes:

In line with the criminal policy and what is required to protect the consumer, as well as the public interest on the other hand, Qatari law includes a set of provisions that align with this policy. The legislator in the Consumer Protection Law stipulates a general penalty for anyone who violates this law, in addition to outlining a series of related procedures summarized in the following points:

Policy of Exemption from Punishment: The legislator has decided to exempt the advertiser from liability if the information they advertised is technical and it is difficult for them to verify its accuracy, and if the supplier provided them with it.

- **Increased Penalties:** The legislator has intensified the penalty in cases of recurrence, stating that "the penalty shall be doubled in cases of recurrence, and the accused shall be considered a recidivist if they commit a similar crime within five years from the date of completion or expiration of the imposed penalty. All crimes stipulated in this law are considered similar in cases of recurrence."

As for the supplier who did not explicitly warn of the danger of using the product, resulting in harm to the consumer, the penalty shall be a fine not less than fifteen thousand riyals and not exceeding one hundred thousand riyals.

- **Precautionary Measures:** The law allows for the seizure of suspected materials and their temporary retention. Article 25 states that "in cases where there are strong reasons to believe that there is a violation of the prohibition stipulated in Article 6 of this law, the suspected materials may be seized and temporarily retained by the concerned party, under their responsibility. At least five samples are taken for analysis, and a report is prepared containing all the measures taken.

Without infringing on the rights of the concerned party to apply to the competent court for the release of the detained goods, they shall be released by law if no order from the court to uphold the retention is issued within thirty days following the day of seizure." The law, through Article 19, imposes penalties on anyone who handles, in any way, the materials that are under retention as stipulated in Article 25 of this law..

- **Penalties Applicable to Legal Entities:** According to Article 20 of the law, the person responsible for the actual management of the legal entity that violates the law shall be punished with the same penalty specified in the two preceding articles if it is proven that they were aware of the violation, and their neglect of the duties imposed on them by that management contributed to its occurrence. The legal entity shall be jointly responsible for fulfilling the fines and compensations imposed if the violation was committed by one of its employees, on its behalf, or for its benefit.

- **Supplementary Penalties:** The law, under Article 21, allows the court, in the event of a conviction for one of the offenses specified in this law, to order, in addition to the prescribed penalty, the seizure or destruction of the goods involved in the violation, as well as the materials and tools used in their production. The court may also order the closure of the establishment or location where the crime occurred for a period of no less than one month and not exceeding three months. A summary of the judgment of conviction shall be published in two daily newspapers. .

The Qatari Court of Cassation has decided in a ruling that by penalizing the accused under Article 24 of Law No. 8 of 1990 regarding the regulation of food control as the most severe crime, it is in accordance with Article 85 of the Penal Code. .

- **Reconciliation Procedures in Consumer-Related Offenses:** The system of criminal reconciliation is a legal system that involves the social entity waiving its right in the criminal case in exchange for the reconciliation amount determined by the legislator. The criminal reconciliation is not left to individuals to determine; rather, it is the legislator who specifies and outlines its provisions. The legislator explicitly states the possibility of reconciliation in certain violations or misdemeanors punishable by law. The criminal case is resolved by paying the reconciliation amount.

Article 22 of the Consumer Protection Law allows for reconciliation in crimes committed in violation of the law's provisions. It grants the Minister or their authorized representative the authority to reconcile in any of the crimes specified in this law before initiating the criminal case or during its consideration, and before issuing a final judgment. This is in exchange for paying an amount not less than twice the minimum fine, and not exceeding twice the maximum fine. Reconciliation leads to the dismissal of the criminal case. .

From this, it is evident that consumer protection crimes fall under demand crimes, in which the Public Prosecution is restricted from initiating criminal proceedings without the authorization of the relevant minister. This meaning is affirmed by the Qatari Court of Cassation, as it stated: "Article 295 of the Criminal Procedure Law, after outlining its first paragraph regarding the jurisdiction of the Court of Cassation for appeals and specifying the procedures for considering the subject matter of the case before the Reconciliation Court, states in its second paragraph that 'the court to which the case is referred shall abide by the judgment of the Court of Cassation in the matters it has decided...'"

Given this, and as this court, i.e., the Court of Cassation, considered appeal number (60) of the year 2013 filed by... against the Public Prosecution, who were the parties in the present appeal, and which resulted in the previous judgment being overturned by the Court of Appeal on [date]... This judgment concluded the necessity for the court to verify the authorization of the Minister of Economy and Commerce to the Director of Consumer Protection Department in initiating criminal proceedings for the crime subject to the appeal, in accordance with the provisions of Article 22 of Law No. 8 of 2008 aforementioned in response to the argument that considering the criminal case without obtaining written permission from the relevant minister was not permissible.

This required the Reconciliation Court to adhere to the matter decided by the Court of Cassation and to proceed in the manner it was supposed to, reaching a conclusion on the matter, rather than simply reaffirming the appealed judgment..." .

The Role of Consumer Protection Associations in Criminal Lawsuits: The law has granted consumer protection associations the right to defend consumers and their interests, but only after their interest has been established.

Referring to the Consumer Protection Law and the law related to commercial practices, it is evident that it has expanded the role of consumer protection associations. It has empowered them to initiate legal proceedings, whether in civil or criminal courts.

Additionally, it allows them to claim financial compensation for the harm suffered by the consumer public, subject to the following conditions:

In order for a crime of fraud or deception to occur, it must meet the following conditions:

1. The crime must have taken place and directly affected consumers.
2. The crime must have resulted in harm, which can be either financial, such as the price paid by the consumer for the counterfeit or adulterated goods, or non-financial, such as illness or injury caused by the use of those goods. It can also be psychological harm suffered by the consumer as a result of using those goods or being affected by those services that violate the law.

If these conditions are met, these associations have the right to initiate public prosecution, either by filing a complaint accompanied by a civil claim or by filing a civil lawsuit to seek compensation. .

In addition to the role played by consumer protection associations in initiating criminal proceedings, it is worth mentioning that employees of the Ministry of Industry and Trade are empowered according to Decision No. 180 of the year 2019 to grant some employees of the Ministry of Commerce and Industry the status of judicial enforcement officers. Article 1 of this decision states that the following employees of the Ministry of Commerce and Industry, whose names are listed, shall have the status of judicial enforcement officers in apprehending and proving crimes committed in violation of the provisions of Laws No. 12 of 1972, No. 19 of 2006, and Law No. 8 of 2008 concerning consumer protection and its amendments, referred to therein, as well as the implementing regulations thereof. .

Section Three: Civil Protection for Electronic Consumers:

Due to contemporary technological advancements, it has become imperative to acknowledge the shortcomings and flaws in the theory of willpower in providing sufficient protection for the consumer's will over the internet. Protection for the vulnerable position of the consumer necessitates a commitment to information that must be sought and an exploration of the electronic consumer's protection against deceptive electronic advertisements.

First, the electronic consumer's right to information and insight has been defined by some researchers as "a legal obligation, especially on some artisanal sellers or specialized companies, to provide information related to the place of the contract or the alleged process to be carried out through appropriate means such as informational data and advertising..." .

The right or commitment to inform is defined as a pre-contractual obligation, wherein one of the contracting parties undertakes to provide the other party with all necessary information to ensure a sound and complete satisfaction. This entails the obligated party being well-informed about all the details of the contract and the counterparty's information. In the context of electronic contracting, the commitment to inform is a legal obligation preceding the conclusion of an electronic contract. According to this obligation, one of the parties possessing essential information pertaining to the intended contract commits to providing it through electronic means in a timely, honest, and transparent manner to the other party, who may not be aware of or able to obtain this information through their own means.

This commitment applies broadly to both parties, with a specific emphasis on the professional, i.e., the merchant. It entails informing the consumer about the essential information concerning the product or service, as well as the merchant's identity, commercial data, and all relevant contractual information. This enables the consumer to make an informed decision regarding whether or not to enter into the contract, as the advertisement serves to construct a free, sound, enlightened will for the consumer. .

referring to the general principles of Jordanian civil law, we find that Article 144 obliges the contracting party to disclose any information that, if known to the other party, would have led to refraining from the contract. It states that "Silence is considered intentional deception about an incident or a disguise if it is proven that the deceived party would not have entered into the contract had they known about that incident or disguise." As stated in Article 3 of the Jordanian Consumer Protection Law, the consumer has the right to obtain complete and accurate information about the supplier and their address. Furthermore, the supplier is prohibited from taking any action or refraining from any action that would infringe upon any of the consumer's rights.

As for the consumer's right to information, it is an obligation placed on the professional. This obligation means that the contracting party must provide the other party with the necessary information to assist them in making their decision to enter into the contract or not. It also refers to the electronic consumer's right to be informed about the advertised products and their prices, which is a condition included in electronic commerce contracts. In this context, the Qatari legislator granted the consumer several rights. Article 2 of the Consumer Protection Law stipulates the right to obtain accurate information and data about the goods or services provided to the consumer. It is not limited to just informing the consumer but also adds in Article 11 the duties that the provider must adhere to.

If the obligation to inform pertains to goods and services in general, it is even more crucial for products that are characterized by their potential danger in use. This necessitates a greater level of disclosure from the advertiser. Failure to do so may result in harm to the consumer or anyone entitled to claim compensation due to the damage resulting from this danger, whether it is material or moral.

Therefore, in accordance with the above, the buyer in general, or the consumer specifically, has the right to annul a contract on the grounds of insufficient knowledge about the sale or service. This right is determined exclusively for the consumer, excluding the seller or advertiser. This request for annulment is based on a legal provision, as it is a legal action. Article 421 of the Qatari Civil Code stipulates... :

The text above outlines the rights granted to buyers and consumers under Qatari law. It emphasizes the necessity for sufficient information about the sale, and if not provided, the buyer has the right to request the annulment of the sale. Adequate knowledge of the sale is defined as the inclusion of a clear statement and essential characteristics in the contract. If it is stated in the contract that the buyer is aware of the sale, they cannot request annulment on the grounds of lack of knowledge, unless it is proven that the seller deceived them. Additionally, if the buyer receives the item and does not object within a reasonable period, it is considered acceptance.

The Qatari legislator has explicitly granted both regular buyers and electronic consumers the right to annul contracts. When referring to buyers, this includes both regular consumers and electronic consumers. The law also recognizes mistakes and deception as grounds for contract dissolution and imposes penalties for failing to provide sufficient information.

Article 130 of the Qatari Civil Code addresses mistakes, stating that if a contracting party makes a mistake that leads to the contract, they have the right to request its annulment.

Deception, as defined, involves using tricks to lead a person into error and compel them into a contract. Article 135 of the Qatari Civil Code explicitly addresses this.

One of the most significant consequences of contract annulment is the right to compensation. While a consumer's right to terminate a contract and restore the situation to its pre-contract state may not always be the optimal solution for providing sufficient protection, in addition to the right to terminate, there is the option to seek compensation. It is undeniable that a seller's failure to fulfill their disclosure obligations is a mistake that may result in harm to the consumer. This grants the consumer the right to combine

termination and compensation. According to general principles, for contractual liability or negligence liability to be established for a breach of disclosure obligations, three elements are required: fault, harm, and a causal relationship. .

The Qatari legislator has explicitly stated the consumer's right to obtain fair and just compensation for any damages incurred to them or their property as a result of purchasing or using goods or receiving services. Any agreement contrary to this provision is considered void, and this can be applied to electronic consumers.

Regarding the requirement to inform the consumer in the national language, various forms of protection have been added by modern legal principles for the consumer. One of the most important is the necessity to consider the mother tongue when entering into a contract, in order to enable the consumer to have a proper understanding of the contract's content. .

The requirement for informing the consumer in their native language serves as an incentive for the consumer to enter into a contract with sufficient knowledge and awareness of all aspects of the online sale. This is particularly crucial as online transactions are often conducted in English.

Regarding the legislations of Qatar and Jordan with regard to the language requirement, neither law explicitly states the necessity of informing the consumer in their native language. However, it can be inferred from the term "complete and clear information" in Article 3 of the Jordanian Consumer Protection Law, as well as Article 11 of the Qatari Consumer Protection Law, that it is implied that information should be provided in a language understood by the consumer.

It can be deduced from the above that the requirement to inform the consumer in their native language is one of the most important protective measures established under modern legal principles. This applies both to informing the consumer and entering into a contract in their language. This becomes even more significant in the realm of electronic contracting, which has both local and international dimensions. It is not confined to a single state, and many individuals and companies offer goods and services online in various languages. Given that English is widely used globally, adopting various alternatives for using different languages in electronic commercial transactions, accompanied by translation into the national language of any given country, becomes necessary. This is because the consumer's understanding of the contract's content places them in an advanced level of comprehension, encouraging them to enter into the contract with informed consent and awareness.

Secondly, consumer protection against misleading electronic advertisements has become crucial in the face of the proliferation of deceptive commercial ads. Most legislations, including those of Qatar and Jordan, have sought to establish means to protect the electronic consumer from various forms of deception. Therefore, it is imperative to provide a definition for commercial advertising, and highlight the most significant mechanisms established to protect the electronic consumer from misleading advertisements..

Definition of Electronic Commercial Advertisements:

False and misleading advertisements are considered among the most dangerous means used to deceive consumers in general and electronic consumers in particular. In this context, various laws and international regulations have provided several definitions for electronic advertising. As an example, the French law regulating visual advertising defines an advertisement as "any description, form, or image aimed at attracting attention...". It also defines it as "any act or behavior intended to have a psychological impact on the audience of consumers in order to persuade them of the advantages of the product or service, and what benefits it can achieve regardless of the means, whether through the internet or other methods." The legal experts defined misleading commercial

advertising as: "An advertisement that contains information aimed at causing confusion and deception regarding essential elements and characteristics of the product." " ' Misleading advertising occurs when the advertising message contains inaccurate information that influences the consumer's decision or judgment, leading them to make a decision they would not have made if they knew the truth of this information. The misleading element in the advertising message can be in the form of text, image, or sound. Deception is not limited to providing false information in the content of the advertisement, but it may also be in the way information is presented to the audience.

Falsehood and deception in electronic advertising are considered among the main factors that harm the consumer, especially during the period leading up to the conclusion of the electronic contract. The effects of advertising deception are not limited to the personal level of harm to the consumer; they extend beyond to impact the overall economy of society. This prompts various legislations to establish legal mechanisms to mitigate the consequences of this advertising deception..

2. Mechanisms for Protecting the Electronic Consumer from Deceptive Commercial Advertisements:

Referring to Jordanian legislation, the Consumer Protection Law does not specifically define what is meant by advertising, whether it is traditional or electronic. Instead, it confines itself to defining the advertiser as "the provider who advertises or promotes a product or service, either by themselves or through others, using any means of advertising or promotion." " .

Furthermore, electronic advertising falls under the scope of electronic information messages as defined by the Jordanian Electronic Transactions Law. It states that electronic information messages are "information created, sent, delivered, or stored by any electronic means, including email." These provisions do not specify the requirements for advertising in terms of whether it should be based on a contract or not. This means that any individual can independently advertise a product, whether for themselves or for others, without entering into a contract with specialized advertising agencies. This opens the door for various forms of deceptive and misleading electronic commercial advertisements. .

As for the issue of protecting the electronic consumer from misleading advertising, the text in Article 8 of the Jordanian Consumer Protection Law provides general protection for consumers. Therefore, it applies to electronic consumers. The article states the following: "Publishing any advertisement that misleads the consumer or leads them into error regarding the commodity or service is prohibited. An advertisement is considered misleading if it contains incorrect, untrue, or incomplete information..." ' While the Jordanian legislator has addressed the issue of misleading advertising in Article 8 of the Jordanian Consumer Protection Law, the Qatari legislator dealt with the issue of misleading advertising in Article 6 of the Qatari Consumer Protection Law..

"In this context, Article 30 of the Qatari Trademarks Law stipulates the protection of the consumer from any advertising deception that may harm the consumer's interest. It outlines the mechanisms that commercial advertising must adhere to. It states: "The commercial statement must be truthful from all aspects, regardless of how it is displayed on products, stores, warehouses, or any other means of advertising, including store names, covers, invoices, letters, or any advertising medium." " " .

The Qatari legislator, through this provision, has conferred significant protection and expanded consumer rights in general, and for electronic consumers in particular. Generally, electronic advertisements tend to induce a level of confusion in electronic consumers due to their legal nature, whether they are considered invitations to contract or actual offers. Therefore, discussing the civil protection of consumers against deceptive and false electronic advertisements necessitates an explanation of the legal nature of

electronic advertising. Legal scholars are divided into two opinions; some consider it an offer, while others view it as an invitation to contract, and each side presents their own arguments. .

As for the Jordanian legislator, it stipulates that the advertisement must be clear and specific in order to be considered as an offer, as stated in Article 94 of the law. .

Clarity is achieved by specifying the price, risks, usage instructions, and other information that enlightens the consumer. Recognizing the significance of deceptive advertisements, both jurisprudence and legislation have taken steps to protect the electronic consumer from such advertisements. They have established two rules: –
Clarity in Electronic Advertising:

- Prohibiting false and misleading electronic advertising. .

Describing commercial advertising as false and misleading means that there is some error on the part of the advertiser. This error is characterized by an attempt to deceive and mislead the consumer. This is often done by highlighting one or more attributes of the product or service being advertised, which are usually essential for the consumer. The consumer agrees to enter into the contract, believing that this product or service will meet their needs. However, the reality is different. This causes harm to the consumer. The conditions for establishing the advertiser's liability, whether contractual or based on negligence, are fulfilled for the consumer who has the right to claim compensation in this case. ‘

The claim for compensation aims to remedy the damages resulting from the issuance of this false or misleading commercial advertisement. The consumer can bring this claim before the civil court by proving the elements of liability on the part of the advertiser, and demonstrating that without the error, they would not have entered into the contract. Additionally, the consumer can file a claim for compensation for false or misleading advertising before the criminal court.

The assessment of compensation is within the discretionary power of the judge, and it includes both actual damages incurred and lost profits.

Conclusion

The subject of legal protection for consumers on the Internet emerges as a contemporary topic within the field of legal studies. It is a matter of interest and concern for all civilized nations, owing to its necessity, significance, and the diverse requirements of online consumers. Addressing these needs calls for the application of modern laws that align with the current scientific and technological advancements. This study has defined the scope of protection required for consumers through an examination of cases involving civil liability for breaches of advertising standards, resorting to misleading advertisements, and the criminal liability resulting from the offenses of fraud and deception. However, despite these legal measures, consumers continue to grapple with manipulation and violations of their rights.

Throughout my analysis, I placed greater emphasis on the various mechanisms available for safeguarding electronic consumers. These mechanisms hold immense importance in reinforcing trust and security on the Internet. Recognizing that consumers often represent the weakest link in the economic cycle, it necessitates the provision of even greater protection.

As the digital landscape continues to advance, the application of up-to-date legal frameworks becomes imperative to address emerging challenges. This area of law will remain dynamic, subject to ongoing development, to ensure the rights and well-being of electronic consumers are upheld.

Recommendations:

1. Raising consumer awareness and promoting a culture of consumer protection within society is crucial. This can be achieved through intensified advertising and promotional campaigns, particularly in shopping areas, to educate consumers about their rights.
2. Activating the role of consumer protection associations by expanding their scope, especially in advocating for public prosecution of crimes that affect consumer interests in general, and electronic consumers in particular.
3. We recommend legislative intervention to amend consumer protection laws, as well as other laws related to unfair competition, monopolistic practices, and laws combating commercial fraud, in order to enhance consumer protection, especially in the realm of e-commerce.
4. We recommend legislative intervention to establish specialized rules for the protection of electronic consumers, given the unique nature of consumer protection in the face of service providers in e-commerce contracts.
5. Considering consumer protection rules as part of the public order is essential.
6. We recommend amending both Jordanian and Qatari laws related to consumer protection by adding provisions specifically addressing electronic consumers.
7. Adding provisions related to digital privacy for electronic consumers is advisable.

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