

The Extent of Protection for Electronic Consumers in the Face of Risks Arising from Electronic Contracts

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Abstract

The relationship between consumers and professionals has completely become out of balance as a result of the rising power of economic professionals, the dominance of capital owners, and the emergence of large companies and institutions. As a result, legislative intervention to enact laws specifically aimed at protecting consumers and restoring balance to contractual relationships between consumers and professionals has become necessary. To protect consumers from new hazards in online commerce via the internet, current laws must be modified and expanded in light of the development of the internet, improvements in communication channels, and the success of e-commerce. This research focuses on the protection of online consumers in electronic contracts to assess the extent to which necessary protection is achieved for consumers online. Therefore, the research is divided into three sections. The first section defines consumer protection and its justifications, where we explain the concept of online consumers and the justifications for protecting electronic consumers. In the second section, we address consumer protection before entering into electronic contracts, discussing the electronic consumer's right to information and its justifications, as well as the electronic consumer's right to protect their personal data. In the third section, we discuss consumer protection after entering into electronic contracts, covering both alternative measures for protecting online consumers and legal measures for protecting electronic consumers. This study follows a descriptive-inductive-analytical methodology. The researcher has reached several findings and made a set of recommendations. The most important findings include the indication that e-commerce development in Western societies and some Arab countries, especially the UAE, suggests that the future will belong to this type of commerce due to its ease and speed of transactions. Observers of the economies of these countries recognize the need to address this development. Additionally, the consumer is considered the weaker party in electronic contracts, even if they have the opportunity to negotiate, as they cannot access all the information about the goods or services in remote contracting. Therefore, it is crucial to focus on protecting consumers in specific texts related to electronic transactions. Although civil protection for online consumers has made progress, it must continue to keep up with advancements since the field of electronic transactions experiences new developments every hour. The recommendations emphasize the necessity of conducting research, seminars, workshops, and meetings to establish further protection measures and disseminate legal knowledge that benefits consumer protection.

Keywords: *Electronic Contracts, E-commerce, Consumer Protection.*

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1. Introduction

The world is witnessing various developments in many fields, and one prominent aspect of this progress is the revolution in communications, surpassing even the industrial revolution. This has led to the emergence of the Internet, which has contributed to the development of international trade. Scientific and technological advancements have resulted in the emergence of various forms of contracts. The modern contracts are based on speed and complete ease, bringing contracting parties from different parts of the world together in a virtual electronic contract signing venue. Before technological advancements, the contract signing venue used to be physically located in one place.

However, progress has led to e-commerce being conducted without the need for physical interaction between trading parties [1]. Consequently, the nature of consumers has changed from ordinary consumers to online consumers, and product sales have shifted from physical store shelves to online platforms. As a result, electronic contracting has introduced legal challenges both to the electronic contracts themselves and to online consumers. It has become necessary to explore new governing principles and rules for this matter, aiming to positively impact the forms of electronic contracting and provide effective and legal protection for online consumers. These rules should be characterized by simplicity, ease, and clarity.

The remote conclusion of contracts between parties who are not physically present in the contract signing venue poses several challenges and is fraught with numerous issues. Electronic contracting is conducted through modern communication methods, which bring together parties from around the world. Distances, physical barriers, and time constraints have been significantly reduced between consumers and producers. However, the risks on consumers have multiplied as a result of this new method of electronic contracting. It has become imperative for countries to establish a legal framework that protects these electronic transactions and safeguards online consumers from a legislative perspective. It is necessary to regulate procedures that mitigate risks for contracting parties, particularly electronic consumers.

The researcher believes that establishing protection for online consumers is based on compelling facts, one of which is that the consumer in online transactions is the weaker party. This exposes the online consumer to various risks due to the economic power and dominance of professionals in the field. Consequently, legislative intervention is necessary to enact new laws or review existing ones in order to restore balance to electronic contractual relationships between consumers on one hand and producers and service providers on the other.

1.1 Research Objectives

The research aims to identify and clarify some of the issues related to the protection of online consumers and their protection in electronic contracting. The objectives include the following:

1. Defining the concept of electronic contracting and introducing the notion of online consumers.
2. Highlighting the aspects and justifications that motivate the provision of adequate protection for online consumers.
3. Exploring effective mechanisms to achieve protection for online consumers before contracting.
4. Describing the alternative and legal measures for protecting online consumers after contracting.

1.2 Research Problem

The problem emerged in the modern era with the increasing prevalence of international consumer contracts conducted online. The problem addressed in this study lies in the absence of both contracting parties physically present in a contract signing venue. Instead, they contract in a virtual meeting. Consequently, a problem arises in achieving the necessary protection for the online consumer and mitigating the risks resulting from electronic contracting. To resolve this problem, the study will highlight effective mechanisms to ensure confirmed protection for the online consumer before and after electronic contracting. It will also aim to establish a legislative and procedural framework that guarantees such protection. One of the significant challenges in consumer electronic contracts is the role of will in determining the applicable law [2].

1.3 Research Questions

1. What is the definition of an online consumer? And how is an electronic transaction conducted?
2. How is the consumer protected, and what are the justifications for their protection?
3. What are the effective mechanisms to achieve consumer protection before electronic contracting?
4. How are procedures for protecting online consumer data established?
5. What are the actions taken by online consumers after entering into electronic contracts?

2. Research Methodology

2.1 Definition of Consumer Protection and its Justifications

In this section, the researcher discusses the nature of online consumers and the process of concluding electronic contracts between remote parties. It explores the guidelines provided by the European Parliament and the position of UAE law. The section is divided into two sections. The first section elaborates on the concept of online consumers, while the second section examines the justifications for protecting online consumers.

2.1.1 Concept of the Online Consumer

The legal relationship between the consumer and the professional trader is based on the fundamental premise that the professional trader possesses expertise and capital that the consumer lacks. This necessitates legislative intervention to extend protection to the weaker party and restore balance to the contract. Before delving into the concept of the online consumer in this section, it is essential to establish a definition of the electronic contract. Some have defined an electronic contract as follows: "An agreement in which the offer and acceptance converge through an open international network of remote communication, using audible and visible means that enable interaction between the offeror and the offeree [3]." It has also been defined as a contract that is concluded through electronic means or as a contract conducted over the Internet and remotely, with distinctive features different from traditional contracts [4].

Furthermore, it is defined as a contract achieved through offer and acceptance, resembling consensual contracts that are written and signed in a contract signing venue. However, the element of consent, composed of offer and acceptance, is conducted through the use of electronic means without the need to document the agreement in a written form signed by the parties. Article 2 of the European Directive on Distance (Electronic) Contracts and Protection of Online Consumers specifically addresses contracting at a distance. It defines contracting at a distance as: "Any contract relating to

goods or services concluded between a supplier and a consumer under an organized system for distance selling or provision of services, where the supplier, for the purpose of this contract, uses one or more means of distance communication to conclude the contract or for its execution.

Article 2 of Dubai Law No. 2 of 2002 on Electronic Transactions and Commerce defines electronic transactions as "transactions that are wholly or partially conducted through electronic means or records, where these acts or records are not subject to any follow-up or review by a natural person, as is customary for the creation and execution of contracts and transactions." Furthermore, Paragraph 1 of Article 13 of the same law permits electronic contracting, with offer and acceptance expressed wholly or partially through electronic correspondence. Accordingly, in the context of electronic contracting, the consumer is defined as an individual who electronically enters into a contract to purchase a specific product, whether it is a good or a service, to satisfy personal or family needs, without the intention or purpose of reselling or marketing it, and without possessing sufficient technical expertise to modify or alter the purchased products. There is a close connection between the concept of electronic contracts and consumer protection. If the purpose of implementing electronic contract applications, such as electronic signatures and records, is to facilitate and expedite transactions, these considerations should not outweigh consumer rights and protection from fraud and deception that may arise as a result of conducting transactions through electronic means [5].

Additionally, the European Directive issued by the European Parliament emphasizes the protection of consumers in this type of contract, both in terms of contract formation and execution. This has been evident in European legislations that have adopted this directive, such as the French legislator when issuing Decree No. 2001-741 regulating distance contracting and incorporating these legal provisions into consumer law. Therefore, it is notable that remote contracts are not limited to contracts concluded exclusively through electronic means but also encompass contracts concluded through both traditional and modern communication methods, broadening the concept of communication technology.

2.1.2 Justification for protecting online consumers

There is no doubt that the general legal protection of consumers is justified by the same reasons that call for the protection of consumers in e-commerce contracts. One of the main reasons is the inherent imbalance in the positions of consumers and professional traders. The trader, due to their expertise and specialization, is in a stronger economic position than the consumer. This unequal relationship can lead to harm to the consumer's interests if the trader acts unfairly or exploits their position. The legal protection surrounding consumers aims to restore balance to the relationship between the consumer and the trader. In light of this, justifications have emerged, calling for the protection of online consumers.

Consumer need for electronic services

Online consumers were previously unable to interact with electronic platforms due to the limited availability of electronic services. This means that consumers did not show much interest in commercial websites on the internet due to the lack of demand from consumers and the absence of effective electronic services for the consumer audience. However, with the recent advancements in websites and instant communication systems, these platforms have evolved and increased in number. They have also gained significant importance [6]. A variety of services have emerged, such as real estate, banking, tourism, insurance, online flight and hotel booking, and other essential services, all accessible remotely [7].

2.2 Consumer need for technical enlightenment

The Internet serves as an open window to people around the world, providing a new platform for showcasing various products and services. Email, specialized websites, and socialmedia platforms serve as effective tools to achieve a common goal: to present a

wide range of products and services from all corners of the world to consumers, aiming to engage with as many consumers as possible and promote their goods and services. The ability of consumers to interact with computers and conduct online searches has facilitated communication between producers and consumers, enabling access to desired products and services. It is important to distinguish between consumer information, which is a right of consumers and will be addressed in this study, and consumer knowledge and technological literacy in utilizing the Internet. Consumers should possess a minimum level of technological skills to access advertised information about services and products, and demonstrate their ability to operate computer devices and navigate the internet.

Consumer Protection Before Electronic Contracting

In this section, we will discuss the consumer's right to information and its justifications in the first section. Then, we will address the consumer's right to protect their personal data in the second section.

Consumer's Right to Information in Electronic Commerce and its Justifications

The consumer's right to information refers to their entitlement to comprehensive knowledge about the product, particularly when dealing with professional merchants who possess extensive expertise and accumulated experience in the field of transactions. This inevitably creates a significant imbalance in knowledge between these contracting parties [8]. The right to information is considered one of the key legal mechanisms for consumer protection, and its significance is even more pronounced in the realm of electronic contracts. This is because this form of contracting occurs through electronic means without any physical interaction between the parties involved, exposing consumers to various risks that can impact their satisfaction. Therefore, modern legislations have emphasized the necessity of informing the electronic consumer [9], recognizing their specific right to information that differs from the right to information in conventional cases. In this section, we aim to clarify the concept of electronic information and its justifications, as well as examine the locus of the right to information.

What is meant by electronic Information Disclosure

The merchant is obligated to provide the consumer with all relevant contract-related data to enable an informed decision-making process. Furthermore, it is imperative to disclose all pertinent information that holds significance in the contracting process. The UAE legislator explicitly mandates this obligation in Article 17 of the Consumer Protection Law, albeit in reference to conventional contracts, without specifically addressing electronic contracts. In contrast, the French legislator, through the Consumer Law, ensures consumer protection in the field of distance contracts, including electronic transactions. The commitment to information disclosure generally precedes the contractual stage in consumer contracts. Jurisprudence defines it as "an obligation preceding the contract, wherein one of the contracting parties commits to providing the other party, before the contract's conclusion, with all necessary information to reach an informed consent. This includes clarifying the various circumstances and considerations surrounding the nature of the product or service subject to the contract, specifying the attributes of either party to the contract, the nature of the subject matter, or any other relevant consideration that the other party should be informed of before entering into the agreement."

As for the commitment to electronic information disclosure, it is understood by some as a legal obligation preceding the conclusion of an electronic contract. One party (the party possessing essential information about the goods or services) is obliged, with respect to the ongoing contract, to provide this information using electronic communication methods, in a timely, clear, transparent, and honest manner to the other party who cannot access such information through their own means (the electronic consumer). One of the

key distinguishing features of compliance with electronic information disclosure is its timing, which should occur prior to the formation and conclusion of the contract. It is a legal obligation that finds its basis in the principle of good faith, both before and during the contracting process. It entails transparent and honest communication, ensuring that information is presented clearly and comprehensibly through electronic channels [10]. Additionally, this commitment is fulfilled through user-friendly electronic mediums that facilitate easy access and understanding of their content.

Rationales for the Right to Electronic Information Disclosure

The right to electronic information disclosure has become a practical necessity dictated by the nature of contemporary life [11]. Considering the tremendous advancement and rapid proliferation of modern communication channels in various aspects of life, its objective is to enlighten the consumer's will before entering into a contract. This right ensures equality between the contracting parties in terms of knowledge and dependence, thereby achieving contractual balance, which are the two objectives we seek to clarify.

Achieving Equality in Knowledge between the Contracting Parties

The inequality in information regarding the subject matter of the contract is the cause of contractual imbalance due to the legal disparity between the parties [12]. The weaker party is always susceptible to exploitation by the stronger party, who possesses expertise and knowledge. The need for equality in knowledge between both contracting parties prior to entering into an electronic contract becomes increasingly crucial. This is due to the distinctiveness of the electronic contracting method, which necessitates mutual knowledge between the parties. Particularly, it is essential for the product or merchant marketing their goods or services using technological tools, as they can reach anywhere through these means. This significantly affects consumers who cannot access such tools through traditional marketing practices.

Restoring Contractual Balance

The right to information plays a crucial role in protecting the online consumer [13], particularly in achieving defect-free satisfaction. This right is granted to the electronic consumer due to their position as the weaker party in the contract. Therefore, it is their right to be informed to ensure access to complete and specific knowledge regarding the subject matter of the contract they intend to enter into, with clarity and transparency. This right becomes even more essential in the case of electronic contracting, considering the spatial separation between the contracting parties. The foundation of this protection lies in the consumer's vulnerability and the contractual imbalance between the power of the supplier or professional providing the goods or services and the consumer [14]. Some argue that the legal basis for this right is derived from the traditional protection of the consenting party in civil law. However, the prevailing view among the majority of legal scholars is that the foundation lies in consumer protection laws, which have evolved into an independent theory that always positions the consumer as the weaker party lacking expertise in dealing with professional sellers. This necessitates the prior disclosure of all necessary information by the seller to restore equilibrium and achieve fairness between the parties [15].

2.3 The Right of the Consumer to Protect Their Personal Data online

2.3.1 The Consumer and Proof of Personal Data:

In electronic transactions, consumers are required to provide certain personal data when confirming the sale or supply process with the merchant, product provider, or service provider. These personal data include the consumer's name, electronic image, residential address, occupation, nature of work, and other information that may be required by the nature or type of the contract. However, there may be instances where the consumer does not wish to disclose this information to third parties [16].

Merchant's Misuse of Consumer Data: An e-merchant may misuse this data and utilize it for purposes other than those intended, such as sending it to other parties without the owner's permission or exposing it to the general public. This could infringe upon the consumer's privacy. In light of this, modern consumer protection trends have required participants in electronic contracts to implement mechanisms for safeguarding consumer privacy. Both the UAE and French legislations, within their consumer protection laws, have emphasized the need to protect the private lives of consumers. In this context, we aim to provide a definition of the right to privacy and explore the scope of personal data movement within the Internet.

The Concept of the Right to Privacy: Comparative legislations generally lack a specific definition of the right to privacy, even though they include this right in their constitutions and specific laws without providing a clear understanding of it. The use of the term "privacy" or "private life" often evokes the association with a specific place or a personal space. Privacy is closely related to secrecy, but they are not synonymous. Secrecy implies complete concealment, while privacy can still exist even without secrecy [17]. Although it is widely accepted that private life enjoys legal protection and should remain free from interference by others, there is still debate and disagreement in comparative law regarding its boundaries. Many aspects of privacy continue to be the subject of discussion and dispute. Some perspectives in American jurisprudence define the right to privacy as the right to seclusion, where an individual has the right to remain unknown and separate from public scrutiny, free from prying eyes. It is also defined as the right of a person to live alone, living life as they choose with minimal interference.

The Scope of Personal Data Movement: There are various types of personal data that can be exchanged between the merchant and the electronic consumer through different electronic means. Among the most prominent are email and electronic data interchange (EDI). In this point, we will provide a brief overview of these two types.

1. **Email:** The email inbox is similar to traditional mail in that it serves as a medium for exchanging information. However, it stands out for preserving all old and new email messages, including deleted messages, and maintaining a list of addresses that have been added to the inbox. Access to email requires a username and password. Through email, users can exchange messages, files, graphics, images, programs, and more. The sender uses the recipient's email address instead of traditional mail address to send the communication.

2. **Electronic Data Interchange (EDI):** According to the UN Model Law on Electronic Commerce [16], Article 2(2) defines electronic data interchange as "the transfer of information electronically from one computer to another using an agreed standard for structuring the information."

EDI is widely used in various operations such as negotiation, contract formation, inquiries, purchase orders, shipping schedules, delivery, production data, conformity certificates, invoice payment, letters of credit, and more. The adoption of EDI was driven by the rapid growth of participants in electronic commerce, necessitating the development of a unified electronic language to avoid discrepancies in the interpretation of rights and obligations between the parties involved in electronic contracts [18].

2.4 Consumer Protection after Electronic Contracting

In this topic, we will discuss the voluntary measures for protecting online consumers in the first section. Then, we will address the legal measures for protecting online consumers in the second section, as follows:

2.4.1 Voluntary Measures for Protecting Electronic Consumers

Right to Information and Clarity

There are several pieces of information that the provider must disclose to the consumer before entering into an electronic contract. This is referred to as the obligation to provide prior information before entering into an electronic contract. The purpose of this is to ensure that the consumer enters into the contract with informed consent [19]. Therefore, the offer presented on the internet screen must be precise, clear, and understandable. It is essential to ensure that all mandatory contract-related data appears with the offer, including the information stipulated by French consumer law or those outlined in European directives concerning distance selling [20]. Hence, the professional (seller) must provide the buyer with important, necessary, and useful information for using the product. The professional should provide information that enables the user to use the product in line with its intended purpose and under conditions that exclude any failure.

The obligation to provide information revolves around two main aspects. The first aspect is the identification of the seller or provider, while the second aspect involves disclosing the characteristics and specifications of the products or services subject to the contract. This can be explained as follows: First: Identifying the Seller One of the most important pieces of information that should be provided to the consumer prior to entering into an electronic contract is the identification of the product or service provider. This is crucial for the consumer to be fully satisfied and knowledgeable about the identity of the provider and the relevant information. It allows the consumer to ensure that the provider has a good reputation in fulfilling contractual obligations [21]. The consumer is concerned about knowing the identity of the provider, and this knowledge is essential in electronic contracting. It enables the consumer to exercise their rights by filing a complaint with consumer protection authorities in the event of any issues arising from the contract with the provider, such as the provider's failure to fulfill their obligations as stated in the electronic contract [22].

Second: Describing the Product or Service Subject to the Contract The consumer's right to be informed and aware of the features and specifications of the goods and services offered electronically is at the core of this right. It is the foundation of the provider's obligation to provide information [23]. The features and descriptions of the goods or services being sold or provided are the main factors that influence the consumer's decision to enter into a contract. Within this framework, the consumer may encounter issues such as counterfeit goods or deceptive practices [24]. Additionally, it is important for the seller, who is engaged in commercial activities, to adhere to transparency and honesty, clearly indicating whether their services are provided for monetary compensation or free of charge. To ensure consumer protection, the information provided in the aforementioned section (regarding the obligation to provide information) should be formulated in the national language of the consumer. The information should be clear, self-explanatory, and devoid of any references to unspecified conditions that may be present in other texts. In the absence of clarity, the consumer lacks adequate understanding, emphasizing the urgent need for informational enlightenment [25].

Consumer Protection during Payment and Electronic Signatures

With the expansion of e-commerce and its various forms and fields, as well as the proliferation of international regulations governing it, the information industry has become a fertile ground for attracting investments, especially with the convergence of informatics and wireless communication tools. Information technology has played a significant role in transforming the landscape of e-commerce and the means of its realization [26]. Traditional handwritten documents have been replaced by electronic documents and electronic signatures, while tangible currency and traditional payment methods have diminished in the face of the flourishing electronic payments [27].

Forms of Consumer Payment Obligations: The contracting party is committed to providing a certain good, product, or service in exchange for a specific consideration. In electronic transactions, this fulfillment takes on a distinct and diverse nature. Money was traditionally the primary means of settling financial transactions, which could be paid in cash or through alternative means such as checks. However, these physical means are not suitable for facilitating remote transactions in a non-physical environment, such as electronic contracts concluded over the internet, where paper-based transactions have become obsolete or nearly extinct. Therefore, it was necessary to develop a payment method that aligns with the nature of e-commerce. This led to the emergence of electronic payments [28]. As online shopping is linked to electronic banking, devices remain closely connected to e-commerce. Cash can be transferred to any other account, and bills, invoices, and transfers to external entities can be made through electronic wallets.

Securing the Payment System: The European Council addressed this issue under the title "Payment Systems Custodian." In 1998, the European Council issued a recommendation aimed at promoting e-commerce by increasing the confidence of participants, especially regarding electronic payments. It explored ways to protect both consumers and merchants during electronic payments, how to enable refunds in case of unauthorized payments, and how to protect against risks in the event of card theft, loss, or misplacement [29].

2.4.2 The Legal Procedures for Protecting the Online Consumer

In this section, the applicable law will be identified, as well as the right to demand the nullification of arbitrary conditions. Additionally, the issue of liability arising from electronic contracts will be addressed.

Protecting the Online Consumer and Determining the Applicable Law:

One of the essential measures that should be taken when a contractual dispute arises between the professional trader and the consumer is determining the applicable law. Jurisprudence has established several criteria for determining the applicable law, including:

First Criterion: Agreement on the Applicable Law: This criterion is fulfilled when both parties agree on the law that should be applied. The chosen law can be the law of the professional trader, the law of the consumer, or a third law [30]. As long as the parties agree on the determination of the applicable law, there should be no problem because their intention has settled the choice of law between them. However, in case of a dispute between the parties, the agreed-upon legal provisions should be referred to, in line with the principle of the autonomy of the parties' will and the principle that the contract is the law between the parties. It is worth mentioning that the determination of the applicable law can be explicit or implied from the contractual provisions [31].

Second Criterion: Common Domicile Criterion: This criterion assumes that the provider or professional trader and the consumer have a common domicile. However, this assumption is not frequently found in international contracts, which often involve parties located in different jurisdictions, as the divergence of domicile is the norm in international consumer contracts where wealth is exchanged across borders.

Third Criterion: Place of Contract Formation: This criterion is one of the most disciplined and widely used criteria in international contracts, especially when combined with the place of residence or the place of contract performance [32]. The UAE legislator has adopted this criterion concerning the application of the law of the state where the common domicile of the parties is located. However, this criterion raises another issue, which is the determination of the place of contract formation. The contract is concluded as soon as there is an offer and acceptance, and the place and time of conclusion are determined between absentees where the offeree communicates acceptance to the other party unless there is an agreement or provision to the contrary [33].

The Right to Challenge Unfair Terms

The consumer in electronic commerce contracts is always the weaker party in this relationship, which is characterized by monopolies and dominance, often involving foreign elements that increase its risks and complexities [34]. Therefore, the consumer should be protected considering that these contracts should be viewed as adhesion contracts, and the consumer has the right to challenge and nullify them or be protected from unfair terms. This is because it is difficult for the consumer to negotiate the terms of these contracts [35]. For example, imposing immediate or final obligations on the consumer in the contract, while the seller enjoys conditions that can be fulfilled at any time, and are not immediate as applied to the consumer. Similarly, the seller's sole possession of modifying the essential elements of the contract, or modifying the characteristics or quantities of the contracted product or service without the consumer's consent, as well as interpreting the contract terms individually or making individual decisions regarding the validity of the commercial transaction and its compliance with the agreed-upon contractual terms [36]. Moreover, threatening the consumer with termination or discontinuation of the contractual relationship due to the consumer's refusal to accept new additional terms that were not part of the original agreement and are unfair and unequal [37]. It is noteworthy that these provisions, which the legislator specifically addressed to adhesion contracts and the potential unfair conditions they impose, can also be extended to include electronic contracts as long as the legislator recognizes this form of contracting [38].

Negligence Liability in the Field of Electronic Contracts

This liability arises in cases where a contract does not exist, and it arises as a result of violations according to legal provisions. In this field, liability arises for damages suffered by the consumer due to the information transmitted through the internet [39]. In the field of contracts concluded through internet, the problem arises from the difficulty of proving negligence for the purpose of establishing liability. The negligence in this context is manifested in the dissemination of false, incomplete, or generally unlawful information. It is challenging to prove and determine the party responsible for such negligence. The general rule is that the provider of information or services is responsible for the content and substance of this information, as they have control over its supervision and examination. Therefore, they are contractually liable for the content if a violation occurs in relation to a person with whom they have a contractual relationship. They are also negligently liable for the damages suffered by others as a result of disseminating information with defects among the aforementioned defects.

This liability may also arise against a foreign person if the published information constitutes an infringement on their privacy or is related to aspects of their personal privacy. For example, the publication of an offensive image or the defamation of their reputation, honor, or dignity. In addition to the information provider, the negligence liability can also be attributed to the provider of platforms or any other intermediary if they engage in the same actions as the information provider. In other words, if they undertake to monitor the content and substance of the information, this commitment creates an obligation of safety that falls upon them. Any failure or negligence in fulfilling this obligation results in their negligence liability towards the injured party, in the absence of a contract [40].

3. Conclusion

The topic of electronic contracting has become an established reality that should not be overlooked in today's increasingly virtual world. The consumer is often the weaker party in this unequal and risk-laden relationship, especially given the monopolistic and highly professional characteristics of producers. Therefore, it is essential to protect consumers

with specific rules, as general contractual regulations are insufficient in addressing these issues. Electronic contracting involves multiple parties and can cross continents, making it difficult at times to determine the true party responsible for compensating consumers for damages incurred. Moreover, there is a complex interplay of legal systems governing liability in this field. Due to this interplay among various legal frameworks for civil liability in the realm of internet, professional liability has been considered. Information and service providers are deemed professionals specialized in this field and are thus subject to multiple forms of liability, incorporating principles derived from both contractual and tort liability, to achieve the primary goal of compensating affected individuals for damages resulting from the services provided.

4. Results

The development of e-commerce in Western societies and some Arab countries, particularly the United Arab Emirates, suggests that the future belongs to this type of trade due to its ease and speed of transactions. Observing the economies of these countries highlights the need to adapt to this progress. The consumer remains the weaker party in electronic contracts, even if they have the opportunity to negotiate. They are unable to access all the information about the goods or services in remote contracting. Therefore, there should be a focus on protecting consumers in specific provisions related to electronic transactions and preserving their right to knowledge and insight before entering into contracts. Civil protection for online consumers is continuously keeping pace with developments because the field of electronic transactions constantly witnesses new advancements. It is one of the most important areas in terms of rapid development and expansion, as evident on the international stage.

5. Recommendations

It is necessary to continue monitoring developments related to the protection of online consumers and electronic contracts through monitoring, conducting workshops, and international conferences. Contractual terms between parties should be clear and understandable before entering into a contract, especially from the consumer's perspective, to avoid any unfairness or errors in the contracting process.

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