

REGULATIONS OF CONCLUDING ELECTRONIC CONTRACTS IN THE FIELD OF ELECTRONIC TRANSACTIONS IN ALGERIAN LAW

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Abstract:

The technological development witnessed by the world has led to the emergence of a new type of business, represented in electronic commerce, and electronic commercial transactions are subject to the same legal conditions necessary for the practice of traditional trade. The electronic supplier must meet the same conditions as a regular merchant, and has the same obligations as the latter as a provider of an online product or service. Electronic commerce is carried out under a contract like regular trade, but it is related to the electronic contract, which is concluded remotely, without the physical and simultaneous presence of its parties and by resorting exclusively to electronic communication technology.

However, due to the specificity of commercial transactions, they are subject to some provisions different from ordinary trade, both for the parties to the electronic contract and how to perform it. Through this study, we will learn about the nature of e-commerce and its parties on the one hand, as well as the conditions and how to conclude an electronic contract on the other hand, according to Law No. 18-05 on electronic commerce.

Keywords: E-commerce, electronic contract, e-supplier, e-consumer, e-payment

Introduction:

In view of the technological development that the world has witnessed at the present time, electronic commercial transactions have emerged under the prism of electronic commerce, and the Algerian legislator regulated the latter under Law No. 18-05 on electronic commerce, through which it defined the legal controls for the practice of electronic commerce.

The same provisions of ordinary trade apply to electronic commercial transactions in terms of the conditions for acquiring the status of a merchant as well as the obligations incurred by him, but the nature of these transactions is subject to some different provisions, especially those related to the terms of the electronic commercial site and how to conclude the electronic contract.

The importance of this study lies in the spread of e-commerce and the tendencies of young people to do business electronically, which requires the provision of the necessary legal guarantees in this field.

This study aims to identify the legal controls for the practice of electronic commerce by identifying the concept of the latter and its parties, as well as how to conclude an electronic contract between the parties.

Based on the above, we pose the following problem: What are the legal controls for concluding an electronic contract according to the Electronic Commerce Law?

To answer this problem, we will divide this study into two main axes, in the first axis we will learn about the concept of e-commerce and its parties, while in the second axis we will address how to conclude an electronic contract.

The first topic: the nature of e-commerce

Electronic commerce has contributed significantly to facilitating commercial transactions by concluding the latter without the need to move and attend the contract council, but it must be installed in an electronic contract to protect the contracting parties.

We will learn about the concept of electronic commerce, and then we will learn about the contracting parties in such electronic transactions.

The first requirement: the concept of e-commerce

E-commerce is based on the informational aspect by displaying products or services through websites in order to market them, and it is also called electronic transactions. There are many definitions in this area, as some define e-commerce as "displaying products or services on the website to obtain orders from customers."¹ Some define it as "trade conducted through an electronic medium, including trade conducted over the telephone, television and fax, as well as via the Internet and dedicated communication networks."² It is also defined as "a type of buying and selling between consumers and producers, and between companies with each other using information and communication technology".³

As for the Algerian legislator, article VI, paragraph 18-05 on electronic commerce, defines electronic commerce⁴ as "the activity whereby an electronic supplier proposes or guarantees the provision of goods and services remotely to an electronic consumer, through electronic communications". Therefore, the activity of electronic commerce is not limited to the presentation of products, but also to the provision of services.

Electronic commerce is concluded under a contract like ordinary commerce, but it is an electronic contract, which is concluded remotely, without the physical and simultaneous presence of its parties and by resorting exclusively to electronic communication technology⁵.

E-commerce allows the consumer to acquire goods or services outside his usual places, but this technology is not considered new in the field of commercial transactions, but it was previously known but through correspondence, but with the development of technology and the emergence of the Internet, economic agents are offering their products and services on their own websites⁶.

Second Requirement: Parties to the Electronic Commerce Contract

It is worth mentioning that Law No. 18-05 on electronic commerce regulates the relationship between the supplier and the final consumer who will acquire the product or service for his personal purposes, and this law has defined the concept of both the electronic supplier and the electronic consumer.

¹ Amer Mahmoud Al-Kiswani, *Computer Commerce*, Dar Al-Thaqafa for Publishing and Distribution, Jordan, 2009, p. 52.

² Imad Al-Haddad, *E-Commerce*, Dar Al-Farouk for Publishing and Distribution, Jordan, 2004, p. 06.

³ Raafat Radwan, *The World of Electronic Commerce*, Arabic Organization for Administrative Development, Egypt, 1999, p. 14.

⁴ of May 10, 2018, O.J. of May 16, 2018, p. 28.

⁵ Article 6/2 of the Electronic Commerce Law.

⁶ Nadia Fadil, *Commercial Practices in Algerian Law*, House of Ideas, Algeria, 2021, p. 96.

Subchapter I: The concept of the electronic resource

The Algerian legislator defines it in Article VI of the Electronic Commerce Law in its fourth paragraph as: "Any natural or legal person who markets or proposes the provision of goods or services through electronic communications."

The legal status of the electronic supplier is achieved in taking the commercial character in its electronic form through the practice of its commercial activity via the Internet and the consumers' dealings with it through its website⁷, and the electronic supplier must register its activity in the commercial register or in the register of traditional and craft industries, according to the type of its activity, as Article VIII of the Trade Law stipulates "The activity of electronic commerce is subject to registration in the traditional and craft commercial register, as the case may be, and to the publication of a website or web page on the Internet, hosted in Algeria with an extension." com.dz"

The supplier's website must have the means to verify its authenticity."

The electronic supplier is also obligated to save records of completed commercial transactions and their dates and send them electronically to the National Center for the Commercial Register⁸, and any electronic supplier who violates these provisions shall be punished with a fine of 20.000 to 200.000 DZD⁹. These records are kept in the electronic commercial transactions register, which is an electronic file in which the electronic supplier deposits the following elements of the completed commercial transaction:

- Decade
- the invoice or document that replaces it,
- Each receipt is received, during delivery, return or refund as the case may be.

The electronic supplier must preserve these elements in such a way that they can be accessed, read and understood by qualified agents for examination, and these elements must be preserved in their original form or in a form that is not subject to modification or destruction in their content¹⁰. The electronic supplier also sends to the Center the information extracted from the record of completed electronic commercial transactions, which are:

- Subject of the transaction
- The exact amount of the transaction including all fees
- Transaction history
- Payment Method
- The invoice number or the number of the document that you are replaced.

These procedures are carried out through an electronic platform dedicated to saving the information sent by the electronic supplier, developed by SaudiNIC and providing the electronic supplier with the access code to this platform after filing the domain name¹¹, provided

⁷ Munir Mohamed Al-Janabihi, *Electronic Companies*, Dar Al-Fikr Al-Jamia, Egypt, 2008, p. 11.

⁸ Article 25 of the Electronic Commerce Law.

⁹ Article 41 of the Electronic Commerce Law.

¹⁰ See Article II of Executive Decree 19-89 laying down the modalities for keeping records of electronic commercial transactions and sending them to the National Center of the Commercial Register, dated March 05, 2019, O.J. of March 17, 2019, p. 17.

¹¹ Article 06/8 of the Electronic Commerce Law defines a domain name as: "It is a string of letters and/or numbers that are standardized and registered with the National Registry of Domain Names, and allow identification and access to the website."

that this information is sent before the twentieth date of the month for commercial transactions conducted by the electronic supplier during the previous month¹².

Subchapter II: The Concept of the Electronic Consumer

The electronic consumer means the person who acquires products or services from the electronic supplier and via the Internet, regardless of the payment method used, as it is not required to consider the consumer electronically to use the electronic payment method, the consumer may request a product or service and pay in other ways¹³.

As for the Algerian legislator, the electronic consumer is defined in article VI of the Electronic Commerce Act, in its third paragraph, as: "Any natural or legal person who acquires, for compensation or free of charge, a commodity or service through electronic communications from the electronic supplier for the purpose of final use." Accordingly, the legislator requires that a person acquire the good or service permanently, that is, for his personal purposes, whether for mosquitoes or free of charge, and excludes from this description persons who acquire products for resale, since in this case it concerns economic agents and not consumers.

The second topic: the conclusion of the e-commerce contract

E-commerce contracts require the same conditions recognized in the rest of the contracts, represented in satisfaction, the object and the reason, and the problem is not raised for the shop and the reason in e-commerce contracts, as they are required to be legitimate and not contrary to public order, but the shop in e-commerce contracts is somewhat different from the rest of the contracts, as the legislator prohibits the practice of electronic commerce activity in certain areas, represented in:

- Gambling, betting and lottery,
- Alcoholic beverages and tobacco,
- Pharmaceutical products,
- Products that infringe on intellectual, industrial or commercial property rights,
- any good or service prohibited by applicable legislation;
- Any good or service requires the preparation of a formal contract¹⁴.

In the field of electronic commerce contracts, the question arises about satisfaction and eligibility, and this will be detailed below.

The first requirement: consent in e-commerce contracts

The legislator has permitted the expression of contractual will by various means, including electronic means, as Article 60/1 of the Civil Code stipulates that: "*The expression of the will shall be verbally, in writing, or by the sign circulating customarily, as it is by taking a position that leaves no doubt about its significance about the intention of its owner.*"

Consent in the electronic commerce contract is achieved through the exchange of electronic messages and data between the two parties as forms of expression of will, whether these exchanges take place through the supplier's website, via e-mail or any other Internet service¹⁵.

Consent is also achieved in e-commerce contracts with the presence of an offer from the electronic supplier and acceptance by the electronic consumer, as the offer is the first will that is reflected in the contract, which is represented in the electronic supplier's presentation of his

¹²See Articles 03, 04 and 05 of the Executive Decree 19-89 laying down the modalities for keeping records of electronic commercial transactions and sending them to the National Center of the Commercial Register

¹³ M. VIVANT, *E-commerce contracts*, Litec, France, 1999, p. 56.

¹⁴ This list of prohibited activities in the field of e-commerce is stipulated in Article III of the Electronic Commerce Law.

¹⁵ Lazhar bin Said, *The Legal System of Electronic Commerce Contracts*, Dar Houma, Algeria, 2012, p. 71.

products or services, and the offer may be directed to a certain category of people and is often done by sending e-mail to specific people, and the offer may be directed to all persons without exception by displaying products or services through the supplier's website¹⁶.

The electronic offer shall be subject to the same conditions as the offer in the rest of the contracts, as it must be specific, definitive and conclusive reflecting the intention of the offeror to conclude the contract as soon as the other party accepts¹⁷. The electronic supplier is also obligated to display all the necessary and real data and specifications related to the offered product or service in order to inform the electronic consumer so that he can make a decision on acceptance.

As for acceptance, it constitutes the second will in the contract and is intended for the electronic consumer's expression of his desire to acquire the product or service offered by the electronic supplier, and the acceptance is valid only if it is completely identical with the offer and that it is synchronized with the offer, that is, the acceptance must be at the same time with the offer, and the offer of the electronic supplier is still standing¹⁸.

There are many ways to express acceptance by the electronic consumer, it may be by clicking on the icon designated to approve the offer, or through direct chat between the electronic supplier and the consumer, or by e-mail and other electronic means¹⁹.

But the question arises about the possibility of the electronic consumer reversing his offer, so does the electronic consumer have the right to withdraw his contract with the electronic supplier?

Subchapter I: The Electronic Consumer's Right to Reversal

The right to withdraw is one of the legal means developed by the Algerian legislator, which aims to achieve adequate protection for the consumer as the weak party in his contractual relationship with economic aid, as the legislator is keen to protect the consumer at all stages of the contract, and the right to withdraw constitutes post-contractual protection as it allows the consumer to withdraw from the acquisition of the product of his own will.

Reversal of the contract is also one of the most important legal means of consumer protection at the stage after his contract with the Economic Aid, as it allows him to withdraw his commitment in the event that he does not want to acquire the product.

Most legislations have dealt with this right, but the Algerian legislature did not expressly provide for it in Act No. 09-03 on consumer protection and the suppression of fraud²⁰, but recently included it in Act No. 18-09, amending and supplementing Act No. 09-03²¹, in article II thereof, by stipulating that: « *the product provided to the consumer must not prejudice his material interest and must not cause moral harm to him.*

Reversal is the right of the consumer to withdraw from the acquisition of a product without cause.

The consumer has the right to withdraw from the acquisition of a product within the framework of respect for the terms of the contract, and without paying additional expenses.

¹⁶ Nadia Fadil, *ibid.*, p. 102.

¹⁷ Lazhar ibn Sa'id, *ibid.*, p. 78.

¹⁸ Shehata Gharib Mohamed, *Electronic Contracting in Arabic Legislation*, Dar Al-Nahda Arabic, Egypt, 2005, p. 94.

¹⁹ Lazhar ibn Said, *ibid.*, p. 88.

²⁰ Dated February 25, 2009, O.J., issued March 8, 2009, p. 15.

²¹ Dated June 10, 2018, O.J., issued June 13, 2018, p. 35.

The conditions and modalities for the exercise of the right of revocation, as well as the deadlines and list of the products concerned, shall be determined by regulation."

We will address the legal nature of the consumer's right to justice, and then we will address the field of application of this right.

First: The concept of the right to reversal and its justifications

We will first learn about the concept of the right to reversal and its legal justifications, and then we will show the difference between it and some similar terms.

1- The concept of the right to justice:

Some jurisprudence defines the right to reversal as "the power of one of the contracting parties to unilaterally revoke the contract and depart from it without depending on the will of the other party."²² Another aspect of jurisprudence defines it as "a legal means through which the consumer can reconsider the contract that he voluntarily contributed to its conclusion by recourse to it unilaterally without the slightest responsibility on his shoulders",²³ and the right of revocation is also defined as "the ability of one of the contracting parties to revoke his contract unilaterally as an exception to the general rules"²⁴. It can also be defined as a right granted in the contract that allows the contracting person to return the thing due to a breach of the condition of acceptance of the contract, which is a final and final right²⁵.

We note through the previous definitions that the consumer's right to withdraw is represented in his ability to withdraw from the contract and thus from the performance of his obligation, and this is an exception to the binding force of the contract, which stipulates that one of the contracting parties cannot withdraw from the contract of his own will.

Perhaps one of the most important reasons for most legislations to adopt the consumer's right to reversal is to protect him as the weak party in his contractual relationship with economic aid, as consumer contracts are considered contracts of compliance. Therefore, the right to reversal aims to achieve an economic balance between the professional and the consumer when the professional does not exercise his obligation to inform to the fullest, which affects consumer satisfaction.

We note that the Algerian legislature defined the right of revocation as the right of the consumer to withdraw from the acquisition of a product and did not provide for services, although they fall within the framework of consumer contracts, such as rental services, hotel services and other services that may benefit the consumer.

2- Justifications for the right to justice:

The consumer is considered the weak party in his contractual relationship with the economic aid, so the legislator allocated this protection to him due to the techniques that economic aid may use in promoting his products, which the consumer may fall victim to, especially at the present time, as the economic aid uses modern technologies such as the Internet in concluding the contract that the consumer may be deceived by.

The right of reversal aims to protect consumers from haste in contracting, especially when they are victims of misleading advertisements used by the artisan to attract consumer attention. Advertising is considered the most important step before contracting because it affects

¹ Ahmed Mohamed Al-Rifai, *Civil Protection of the Consumer against the Contractual Content*, Dar Al-Nahda Arabic, Cairo, Egypt, 1994, p. 89.

²³ Kawthar Said Adnan, *Electronic Consumer Protection*, New University House, Alexandria, Egypt, 2016, p. 635.

³ Mostafa Ahmed Abu Amr, *The Legal Regulation of the Consumer's Right to Justice: A Comparative Study*, New University House, Alexandria, Egypt, 2016, p. 31

²⁵ P. BRESSE and G. KAUFMAN, *Legal Guide to the Internet and Electronic Commerce*, Bookshop vuibert, France, 2000, p. 215.

consumer satisfaction and pushes them to contract by attracting them towards the product. However, the consumer may be the victim of false advertising that does not correspond to the factual characteristics of the product in order to mislead the consumer.

Second: Distinguishing the right of withdrawal from some similar terms

Since the right to reversal leads to the termination of the contractual relationship, it may clash with some similar terms that lead to almost the same result. Among these terms is the right to think or deliberate, through which the consumer is granted a certain period of time before concluding the contract definitively, as the professional is obligated during this period to maintain his offer without changing his offer during this period granted to the consumer to think about the contract, so that he can familiarize himself with all the data. related to the product or service²⁶.

The aim of the right to think is to protect the consumer from certain professional acts by some professionals, such as refusing to hand over contract forms to consumers before signing them²⁷.

The difference between the right to reflect and the right to revert is evident in the period during which the right is exercised, as the right to think or deliberate is before the conclusion of the contract, i.e. at the stage prior to the contract, while the right to reversal is exercised after the conclusion of the contract, i.e. at the post-contractual stage.²⁸

The right of avoidance may also be similar to avoidance, since the latter leads to the retroactive dissolution of the contractual bond as a result of the failure of one of the parties to perform its obligations²⁹. Rescission is similar to the right to revoke the termination of the contractual relationship, except that rescission is only by a court ruling or by agreement of the parties to the contract, while the right to revocation is made by the sole will of the consumer.

The right to void is also similar in that the latter removes the effect of the contract, but the difference between them lies in the fact that nullity results from a defect in a condition or element of the contract, while the right to void is determined even if the contract is valid.³⁰

Finally, the right to reversal is similar to the right to return provided for in Article 23 of Law No. 18-05 on Electronic Commerce, which allows the consumer to return the commodity to the electronic supplier in the event that it does not conform to the specifications previously offered by the supplier, as this article states that: "The electronic supplier must return his commodity, in the event of delivery of an item that does not conform to the order or in the event that the product is defective.

The electronic consumer must resend the commodity in its original packaging, within a maximum period of four (4) working days from the date of actual delivery of the product, indicating the reason for the rejection, and the costs of retransmission shall be borne by the electronic supplier.". Thus, in this article, the commodity can be returned to the supplier after its acquisition, while the reversal consists in the withdrawal of the contract even before the

¹ Zoabi Ammar, *The Right to Abandon Contracting and its Role in Consumer Protection*, Al-Muthinker Magazine, Faculty of Law and Political Science, Valley University, Algeria, 2016, p. 9, p. 119.

² Abdel Fattah Bayoumi Hegazy, *Intellectual Property Rights and Consumer Protection in Electronic Commerce Contracts*, Dar Al-Fikr Al-Jamia, Alexandria, Egypt, 2005, p. 29.

²⁸ P. BRESSE and G. KAUFMAN, *ibid.*, p. 217.

¹ Mowaffaq Hammad Abdel Allah, *Civil Protection for the Consumer in Electronic Commerce: A Comparative Study*, Al-Sanhouri Library, Zain Human Rights Publications, Beirut, Lebanon, 2011, p. 219.

³⁰ *Ibid.*, p. 220

acquisition of the product. The right to return also requires that the product does not conform to the order, while the consumer can exercise the right of withdrawal without cause.

We note that the Algerian legislator limited the period of the right to return to four days from the date of delivery, but the time limit for the right to return was not specified.

Subchapter II: Application of the Electronic Consumer's Right to Reversal

We will first learn about the legal procedures necessary for the consumer to benefit from his right to withdraw from the contract, and then learn about its legal effects.

First: How to apply the right to reversal

The right to withdraw is a right that depends on the consumer's will to terminate the contractual relationship even in the absence of justification for it, and this right is considered absolute and not subject to judicial control. The Algerian legislator did not specify a specific form for the consumer's expression of his desire to revoke, as it may be in an explicit or implicit manner, and therefore the consumer can exercise his right to withdraw through a registered letter recommended with knowledge of arrival, or by any other means that express his desire to revoke, such as fax or mail. Electronic or over the phone³¹.

The right to withdraw must be exercised within a specified period of time in order to protect the interest of the professional and the consumer's right to withdraw from the contract shall be extinguished as soon as the legally specified period expires, often this period is short. However, the Algerian legislator did not address the time period granted to the consumer for exercising the right of adjudication, nor did it specify the procedures and conditions necessary for the exercise of this right, but referred them to regulation.

The period specified for the right of revocation in French law was seven days, and was amended by Law No. 344-2014 of March 14, 2014 to 14 days.

The professional is not entitled to claim any compensation for the loss caused to him by the consumer's use of this right, except in the event that the consumer exceeds the time limit specified for him, and he is not entitled to exercise this right in the first place³².

Article 22 of the Algerian legislator deals with the right of revocation in the Insurance Act relating to insurance for persons, specifying its deadline at thirty days from the first payment of the premium³³, as well as the Currency and Loan Act in article 14³⁴ thereof, and specifying the period for the exercise of this right to eight working days from the date of notification of the approval of the consumer loan.

Second: Effects of the Right to Revocation

One of the most important legal effects resulting from the right to reversal is the dissolution of the contractual bond and thus the return of the situation as it was before, which also affects the parties to the contract, namely the professional and the consumer.

The professional is obligated to return the price of the good or service in full and free of charge, considering that the consumer did not receive the product subject to the contract, while the consumer is obligated to return the commodity to the professional. Some believe that the consumer must bear all the expenses of returning the object subject of the contract to the

³¹ P. BRESSE and G. KAUFMAN, *ibid.*, p. 220.

² Mustafa Ahmad Abu Amr, *Summary of the provisions of the Consumer Protection Law*, Al-Halabi Human Rights Publications, Beirut, Lebanon, 2011, p. 184.

³ Law No. 06-04 of February 20, 2006 - amending and supplementing Law 95-07 of January 25, 1995 on insurance, c. R. issued on March 12, 2006, p.15.

⁴ Executive Decree No. 15-114 on the Terms and Modalities of Offers in the Field of Consumer Loan, of May 12, 2015 O.J. of May 13, 2015, p. 24 .

professional in order to reduce the burden on the professional and in order to achieve a contractual balance between him and the consumer³⁵.

We point out that if the consumer does not exercise his right to withdraw within the time limit specified by law, the contract becomes effective and he may not withdraw thereafter.

It is noticeable that the Algerian legislator is concerned with the interest of the consumer in his relationship with the professional as the weak party in this contractual relationship by allowing him to withdraw from the contract. However, the Algerian legislature did not address how this right could be applied, which would reduce its effectiveness. It also focused on the right of opt-out only in the field of products and did not take into account services, which are also considered contracts. Consumable.

The Algerian legislator has also approved the right to revoke the consumer without right, even in the absence of a justification for retracting the contract, and this reflects the desire of the Algerian legislator to tighten the legal protection of the consumer, but this right may affect the interest of the professional, as the consumer may exercise his right to withdraw arbitrarily.

Therefore, it is desirable if a regulatory text is issued specifying the modalities and conditions for exercising the right of adjudication, as well as the period specified for the consumer to exercise his right in order to fill this legal vacuum, and the legislator should include services as no less important than products, as well as it is advisable to specify the list of products and services that the consumer has the right to withdraw.

We believe that it is better to restrict the right of revocation to certain conditions, such as to be exercised by the consumer in the event that the product does not conform to the specifications offered by the professional, so that legal protection is not limited to the consumer only.

Second Requirement: Eligibility in Electronic Commerce Contracts

The validity of any contract requires the legal capacity of both parties, represented in the person's ability to gain rights, assume obligations and carry out legal actions, but the capacity in the field of electronic commerce contracts is problematic due to the lack of personal presence of the contractors, as these contracts are concluded remotely.

The legislator did not provide in the Electronic Commerce Law on the capacity to contract in electronic commerce contracts, and with reference to the general provisions, we find that the legislator set the age of eligibility at 19 years under article 40 of the Civil Code, and also allowed the minor guide to engage in trade in article V of the Commercial Code.

The eligibility pillar does not pose a problem for the electronic supplier as it is subject to the general conditions for practicing trade, including the eligibility requirement, but the problem lies in the eligibility of the electronic consumer, which is difficult to identify as a result of the conclusion of the contract remotely, and one of the most important problems raised in the field of electronic commerce contracts is the extent to which the electronic supplier bears responsibility in the event of dealing with a minor electronic consumer.

The electronic supplier may deal with a minor consumer without his knowledge, especially if the latter uses the payment card of one of his parents surreptitiously, so the electronic supplier believes that he is dealing with an adult, so some believe that given the special nature of the electronic commerce contract, the electronic supplier must be protected and not held responsible in the event that he contracts with a minor electronic consumer without his knowledge, in accordance with the principle of good faith as well as the theory of the apparent situation in order to enhance the element of trust and credit in electronic³⁶ commerce

³⁵ Jean CALAIS AULOY and Frank STEINMETZ, *Consumer law*, Dalloz, Paris, France, 2003, p.97.

³⁶ A. BENSOUSSAN, *Electronic commerce, legal aspects*, Hermes, France, 2002, p. 102.

contracts Others hold parents responsible for their minor children's use of the Internet and the acquisition of products or services from the electronic supplier without having the right to do so³⁷ legally.

The French judiciary also decided not to hold the electronic supplier responsible when he puts warning messages through his official website, which require access to the site by adults, or by imposing a questionnaire through which the data related to the electronic consumer, including the age of the latter, is filled, and the electronic supplier may impose the signature of a written undertaking signed by the consumer to prove his eligibility³⁸.

Conclusion:

Through this study, we concluded the importance of e-commerce at the present time, especially with the technological development of commercial transactions, and the Algerian legislator regulated these transactions under Law No. 18-05 on electronic commerce, through which he determined the legal controls and conditions for its practice.

Despite the efforts made by the state to promote e-commerce, e-commerce remains declining in Algeria compared to other countries, due to the lack of confidence of the electronic consumer in the products offered to him remotely, in addition to the weak flow of the Internet in some areas, which affects the effectiveness of the electronic neighbor.

Thus, the main obligations of the electronic supplier should be addressed in the law relating to electronic commerce and listed clearly and in detail as mandatory obligations, and then to legal publicity as a means of promotion rather than an obligation per se.

It is also necessary to raise awareness and awareness of individuals about the correct demand for e-commerce, in order to enable the e-consumer to know his rights towards the electronic supplier

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