



Electronic Commerce: Legal Perspective (Comparative Study)

Hussein Riyadh Khudur^a, Ali Abdulrazzaq Muslim^b, Eyad Mutshr Sayhod^c,^{a,c}University of Thi-Qar \ College of Law, ^bUniversity of Qadisiyah \ College of Fine Arte,

The advent of information technology has resulted in so-called electronic commerce, both at the level of individuals and at the corporate and government level. The electronic commerce has become significant due to numerous advantages, the most important is the comfort of carrying out the business operations. The diversification and expansion in the markets come up with several legal problems. The most serious problem is the information crime in a way that impedes economic development, consequently requires providing legal protection for trade.

Key words: Electronic Commerce, Legal Perspective

Introduction to E-Commerce

The term "e-commerce" is linked to the information and communication technology revolution, which in turn has offered new horizons for the exchange of data and information, to achieve many goals such as advertising, negotiation, contracting and promotion of business (Koster, and Felix, 2019; Grandón, and Jorge Arenas-Gaitán, 2019). We will, therefore, try to elaborate on the concept of e-commerce, and how to contract electronically through modern means of communication, by the following division: First requirement: the concept of e-commerce. Second requirement: Electronic contracting.

First Requirement

Concept of E-Commerce

There is a group of the definition that tries to clarify and illustrate the concept, scope and phenomenon of e-commerce, these definitions make subtle of the scope and concept, including the great expansion, of which two are those who have listed these definitions, and this, in turn, has made the trends regarding their definition go into different ways. Whereas, the Organization for Economic Cooperation and Development (hereafter, OECD)) has argued that the term electronic commerce in general refers to all forms of commercial transactions by



individuals and bodies, which in turn (Madalina, and Sonia, 2019), it relies on the processing and transmission of digital data, through open networks such as the Internet that have an open network connection and this concept of e-commerce extends to include an addition to negotiations and contracting, a number of related actions such as advertising, marketing and promotion, as well as services Post-contract (Lu, Han, 2018).

Global organizations have defined e-commerce, with several definitions. The WTO definition was more comprehensive than other tariffs, in the view that electronic commerce is a package of transactions, the establishment of business linkages, and the distribution and marketing of products (Michael, and Nivedita, 2019), all of which is based on electronic media, and in which this definition of electronic commerce is not limited to the mere exchange of goods and services by electronic means, but covers the processes of production, marketing, sale and advertising all, Promotion, delivery and after-sales services (Kelsey, Jane., 2018).

As for the Organisation for Economic Co-operation and Development (OECD), electronic commerce was defined in a report that, in its publication, electronic commerce is generally *"all types of commercial transactions that are held both between administrations and between individuals through electronic processing, whether such data Read, sounds, or visual image"* (Pond, Bob, and Barbara, 2006).

As far as the European Union is concerned, e-commerce is defined as *"all activities carried out by electronic means, whether between businesses and consumers or between themselves and government departments"*. While part of the doctrine goes to the e-commerce industry as *"the implementation and management of business activities through the transfer of data via the Internet and similar technical systems, such as electronic payment systems, and the means of computing integrated with communications and networks and others"* (Sokolov, and Đorđe, 2016).

While another aspect of the doctrine goes when e-commerce is defined as being primarily concerned with the exchange of electronic data based on technologies that use remote informatics such as computerized data by e-mail sent via or without the internet or by facsimile and telex others argue that *"the use of modern information and communication technologies for the conclusion of transactions and the holding of trade, for the development of global trade and the development of exchanges"*, as well as others defined as *"the process of buying and selling through Electronic networks at the commodity and service levels along with information, computer programs and other activities that help business practices, some or all of the business transactions"* (Nan, et al., 2019; Peterson, Erik E., and Nagesh Kadaba, 2019) *"between goods and services that take place between a business and another and between a business and a consumer, using technology Information and communication "*. Based on all these definitions, e-commerce is only the transition and access to electronic channels, the

function of which is to carry out diversified business transactions at the lowest cost, thus depleting the limits of time and space, and adhering to a specific perimeter or time. Given the proliferation of activities in electronic commerce, and the tremendous development that has accompanied this spread in the scope of communication and information. Therefore, we cannot reach an exhaustive definition of electronic commerce, but we can define individually vocabulary term for e-commerce to reach a definition that can be combined under the vocabulary or what is covered by e-commerce, so this term consists of two parameters (, Lulu, et al., 2018).

First: Trade and Commerce

which refers to economic activity through the circulation of goods and services, among governments, institutions and individuals, and is governed by several rules and regulations, which can be said to be internationally recognized (Franziska, et al., 2015). Secondly, Electronic electronics, a branch of the description in the field of performance of the activity specified in the first section, which is intended to perform an economic activity using modern communications technology, such as the internet and electronic methods (Charlesworth, 2016)

It was noted that these definitions were derivative and repetitive, but they used different terms to focus on their objective, and were more economical and technical than legal, in terms of indicating their mechanisms and focusing on their objectives. Additionally, to listing the actions and activities that were related to their field. Within the definition of electronic commerce, there are two disputed trends, one of which is a strait, whereby electronic commerce is the internet-based trade, which some call direct or full electronic commerce. Second is an expanded one, under which it is deemed to be traded through an intermediary, whether they are represented on the internet or other electronic media and are called by some as indirect or partial electronic commerce (Sohan, and R., 2010).

Although there is no integrated definition of e-commerce, it does not mean that there is no clear picture of the scientific economic event but through careful consideration of the above definitions, the basic issues underlying electronic commerce can be identified. Business must be conducted in a broader sense by using any electronic means that allow business information to be processed into data messages. Whether the business transaction is carried out by electronic means or by known physical methods, and there is no differentiation between those who engage in electronic transactions, whether it is a government, a business, an individual, a trader or a consumer. This eliminates the ambiguity of the term electronic commerce in general and facilitates the study of its legal aspect (Narachai, and Rita Aloni, 2018).

Based on this, e-commerce can be defined as advertising and publicizing of goods and services, and then carrying out the contract of business transactions such as sales and purchase of goods

and services, and thereafter, decision of contracts, and then the payment against purchases, all of which is done through different communication networks, whether the internet or other networks linking the seller and the buyer.

Second: Characteristics of Electronic Commerce

There is a range of features and advantages of e-commerce from other contracts, which can be summarized as follows: (Narachai, and Rita, 2018; Claudia, et al., 2018).

1. It results in more efficient and profitable shopping, as the reliance of companies on the internet in shopping allows them to offer their products and services in different parts of the world without interruption, and this makes the companies a greater chance of earning profits, by reaching as many customers as possible, by offering them continuous services. As well as reducing corporate expenses, the preparation and maintenance of e-commerce websites are more economical than building retail markets or maintaining offices. Because companies do not need to spend a lot of money on promotional issues or install expensive devices to serve customers. Moreover, a small number of employees are needed in the company to carry out inventories and administrative work, the work is through an online database that retains the history of sales operations in the company and the names of the customers and allows the individual to retrieve the existing information.
2. For the development of commercial and service performance, as e-commerce requires infrastructure and strategies for financial and marketing management and the management of relationships and communication with others, they are characterized as being more effective and faster, and the ease of communication worldwide, which in turn involves effective expansion of domestic markets. Here, it provides a major service to institutions in the field of assessing their reality and the efficiency of their employees, the integrity and effectiveness of their technical infrastructure, and the administrative qualification programs. Where e-commerce increases the ability to communicate with the companies that are engaged in the activity, and the company can communicate in an easy way with customers during the site's access to all segments of society in the countries of the world. This increases the possibility of asking and direct questions from customers and answering them (, Karl L., et al., 2003).
3. It also saves time and effort because electronic markets are always open, all day, and without any holiday, customers do not need to travel and wait in a queue to buy a product. Moreover, they do not have to transfer this product to the house. Electronic commerce provides a great opportunity for visiting various types of stores, and in addition, they provide customers with complete information about the productⁱⁱⁱ.
4. E-commerce enables business companies to understand the needs of customers and to make options available to them widely, and this achieves a high rate of customer satisfaction not provided by traditional means of trade. The client can know items, prices, features of each item, differentiation and evaluation of the product subject to the purchase, the most important

characteristic of e-commerce activities is the low and lower cost for the creation of electronic stores, compared to the cost of traditional stores. Which in turn entails a lower price compared to trade activities Largely traditional, they do not require stores, fairs, or marketing complexes (Elena, et al., 2016).

Second Requirement

Electronic Contracting

E-commerce contracts, which are only a normal application of ordinary trade contracts, may be concluded such as any contract of sale, contractor, lease or agency, they do not override other contracts in terms of composition, they begin with the affirmative to the formation of their entity, but what distinguishes this, it is the means by which it is carried out, the expression is done through an electronic means, in which the will of the parties to bind in the contract is expressed, thereby abbreviated the place and time of the contract, which may differ from the time and place of the normal trade contracts. In this regard, we will attempt to demonstrate how the E-contract is to be held through the following (Matarazzo, and Federica, 2017) :

First: Recognition of The Electronic Expression of Will

The contract is generally a convergence of two or more wills with the intention of producing a specific legal effect, and the contract may be consensual or formalistic, and the effect may also be binding on one side or binding on the sides, maybe a netting or donation contract, and, on the other hand, may be immediate or continuous and may be specific. Electronic contracts here are not out of this structure and are governed by the provisions of the general theory of contracts, as they are one of the unnamed contracts that the legislator has not set up, and thus electronic commerce has seen an important development in the recent period, which is a natural reflection of the technological boom in the world of communication. The electronic expression became widespread by businessmen to complete their transactions, thus finding the principle of electronic consensual in the context of the information and communication revolution, in which the meeting of the parties is electronically enough to conclude the contract once it has completed its health tapes, regardless consideration of the means of agreement (Sohan, and R., 2010).

The growth in the electronic commerce has forced national legislation and international organizations to go beyond the obstacle of recognizing the validity of electronic expression of will, thus adopting legislation at the international and domestic level that addresses this obstacle, and many international conventions have addressed this issue, In the 1980, Convention on International Merchandise Goods, in its article 11, it is stipulated that "*the contract of sale shall not be required to be concluded in writing or subject to any formalities*",

as well as article (13) of the same convention, which stipulates that the term shall include, in the provision of this convention, telegraphic messages And telex ".

The Unified Electronic Commerce Act 1999 adopted at the Unified Law Conference of Canada, article (1/20) provides that unless otherwise agreed by the parties, the offer, acceptance of the offer or any other fundamental issue of the formation or validity of a contract shall be expressed as:

- A. Words in an electronic document.
- B. Acting in electronic form, including touching or clicking on a particular icon or place on the computer screen or any other type of electronic communication in a manner intended to express the offer, acceptance or any other case (Matarazzo, and Federica, 2017).

The UNCITRAL Model Law on Electronic Commerce, article 5 of which reads *"The information does not lose its legal effect, validity or enforceability simply because it is in the form of a data message"* and sets out article(11)Paragraph(1) of the same law that he *"In the context of contract formation, unless otherwise agreed by the parties, data messages may be used to express the offer and accept the offer. When a data message is used in the contract formation, that contract does not lose its validity or enforceability once a data message is used for that purpose."* The UNCITRAL Model Law on International Trade Control 1985 it expressly states in article 7 Paragraph (2)that *"The writing requirement shall be met in any document signed by the parties or in the exchange of letters, telexes, telegrams or other means of telecommunication."*, it is noted that the wording of the text illustrates the requirement of writing in electronic data interchange (Lifan, and Jianzheng, 2018).

At the internal level, the United States Common trade law authorizes the contract to sell the goods in any manner if they show a terminal agreement. In addition to the modern national arbitration laws that have responded to the evolution of contracting through electronic communication networks and the German Arbitration Act 1997 and the Swiss Private International Law of 1987 and the Egyptian civil and Commercial Articles Arbitration Act No. 27 of 1994, (Lifan, and Jianzheng, 2018).

Second: Express the Offer

Affirmative: the first term issued by a contractor in a form valid for the establishment of the contract, and this by the text of article (77/1) of the Iraqi Civil Code "the affirmative and acceptance of every two terms used to establish the contract, and any first term is the offer, and the second is acceptance" (Efraim, et al., 2018).

A modern conception of consensual principle arose as a result of the advent of electronic contracts, which is the convergence of the two wills electronically, but the existence or

expression of these wills is not sufficient, as the will to produce a legal effect must be, so the electronic offer is *"an expression of the will of the willing of a remote contract, it is done through an international communications network with a visual audio device and includes all the elements necessary for the conclusion of the contract, so that the direct consent of the individual can be accepted"* (Lifan, and Jianzheng, 2018).

This is described as an e-mail message, or through the publication of electronic catalogues and indexes directly in the internet, or the downloading the advertisements in discussion forums, or newsgroups, in several descriptions depending on the type of means and method used in the presentation, and the content that offer, it is described as a legal offer once and once as a call for negotiation, or as a declaration, promotion, forced dispatch, or search for contracts at home.^{iv}

The predominant view is that the offer through the internet is an invitation to contract, but this description may not always be released unless the offer is accompanied by broad conditions or reservations or the explicit or implicit exclusion of the offer in the same presentation .

Third: Acceptance through the World Wide Web

Acceptance is the expression of the will of the offeree in the conclusion of the contract by consent, which is the second will in the contract, which in turn implies the express will of the party against whom the offer is made, and which indicates its satisfaction with the contract (Shukur Weli, and Firas, 2019) .

The electronic acceptance does not deviate from the content of the acceptance in the contracts, but it is expressed by electronic means, subject to the rules and provisions to which the traditional acceptance is governed, and no privacy except the electronic nature.

If the wave takes an attitude that does not let the circumstances of the case doubt the acceptance, it is treated as such, and modern means of communication have provided new ways and methods of expressing acceptance and adopting the behaviour required to produce the legal effect, including pressing the computer approval key. Who received the offer as an expression of the will of the intended display mechanism to accept it or to send the password to the supplier or to prove the identity of the contractor or to install the order by e-mail or to initiate the necessary steps to initiate a remote payment, there is no legal denial of these means of expression of acceptance and thus the emergence of the contract is correct in this way (Weli, and Firas, 2019).

Despite the simplicity of the procedure, the risk is that the credibility of the behaviour is not ruled out, so there are some precautions that will be taken to confirm the seriousness and

validity of the acceptance, so that it precedes the act of clicking a specific path used by the internet user was filling out a personal information form. It appears on the computer screen or makes the user answer a yes or no to several questions down to the specific icon, stating that he accepted to complete the transaction by clicking on it. The midwife may be confirmed by checking its selection through software appearing on the computer screen that draws the attention of the (midwife) user as to whether he has read the terms or conditions of the offer and that he has accepted it so that if he does not confirm his request, he is entitled to withdraw it, meaning that the wave of the display mechanism is not associated with his first acceptance. That contractual terms on a web site usually contain a requirement that a mere request for goods or service is deemed to be acceptance of these conditions, i.e. the acceptance was associated with a material fact outside the acceptance permit (Weli, and Firas, 2019).

Another interesting issue is the silence of the midwife in the electronic contract (i.e., failure to do what he or she must agree or reject by clicking on the respective icons). Is silence here acceptable, as is the traditional rule that silence in the need of a statement is considered acceptable? The probability of applicability of this rule in an electronic environment is small, if not non-existent, because the offerings that are channelled through the Open Communication Network (the Internet) are to the public, the silence of the message of the display broadcast through this network cannot be considered as acceptance, unlike closed networks (Efraim, et al., 2018).

Legal Regulation of E-Commerce

The First Requirement

Legal Protection of Electronic Commerce

The development and prosperity of its electronic neighbour made it vulnerable to multiple legal problems and imposed on the legislator to find mechanisms and means of protection to ensure the legal protection of transactions Through the use of electronic means, this legal protection is divided into civil protection and criminal protection (Barkatullah, 2018).

First: Civil protection of electronic commerce

For civil protection to be available for electronic commerce, there are ways in which protection can be provided, so we will try to begin by indicating these means and then going into responsibility(Mahafza, and Alshible, 2018).

Paragraph 1: Means of civil protection for electronic commerce

Civil protections for e-commerce are reflected in e-writing (i) and e-signature (ii).

First: Electronic writing

Electronic writing plays an important role and is at the forefront of proof of other means of maintaining and documenting transactions, and electronic writing, like normal writing, is also a means of proving that the legislator has made it equal to the document written on paper whether they are required to convene or prove only.

The UNCITRAL Model Law on Electronic Commerce, article 8 of which stipulates that where the law requires the provision or retention of information in its form, the data message satisfies this requirement if: (a) There is a reliable assurance of the integrity of the information from the time when it was first established in its final form as a data message or otherwise, (b) Such information may be presented to the person to be submitted when such information is required to be provided (Guomin, and Shengmian, 2018).

Second: Electronic signature

As for the United Nations Commission on International Trade (UNCITRAL), it had promulgated a law on Electronic signature 2001, in which it had addressed the definition of such a signature, how it was used and its own rules, as defined in the article(2) of that law. As *"data in the electronic form included in or added to a data message and logically linked to it where it may be used to identify the signatory in relation to the data message and to indicate the signatory's approval of the information contained in this letter"*.

The images of electronic signature between biometric signature, digital signature and electronic pen signature are numerous and the first image is the method of the party to verify the personality by relying on the physical and behavioural properties of individuals and used by the personal verification party through accreditation and physical and behavioural properties of individuals these techniques are used by the security and intelligence services as a means of verification (Sabah, et al., 2019; Sabah, et al., 2018). These are the following biometric methods: personal fingerprint, human eye scanning, sound advantage verification, human face recognition, human hand properties, personal signature (Sabah, et al., 2019) .

Digital expectant: A numerical value that circulates a data message where it makes it possible to use and perform a known mathematical procedure associated with the Message Builder's encoding key and the pieces that this numerical value was obtained using that key (Barkatullah, 2018).

The third and final picture is the signature by electronic pen: This is done using an electronic pen that can be written on the computer screen directly by using a specific program, and this program performs two functions the first signature capture service and the second service of

validation and when he The user moves the pen for the screen and writes its signature The program captures the start motion and this signature appears safely on the screen that distinguishes the status of the site as it is in the normal writing (Hashim, et al., 2019)

Paragraph 2: Tort liability

The liability of the electronic authentication service provider is for damage caused by its fault to the third party with which it has no contractual relationship, but damage to the right of this other because of the certificate of authenticity issued by the service provider. Such liability is outside the scope of the contract certificate of electronic authentication, its elements of error, damage and causal relationship between fault and damage, and the failure of the service provider to execute the contract between it and the site under which it is committed to providing the electronic authentication certificate when requested by the sender wrongly raise the fault liability of the providers of electronic authentication services in the face of others, and so the fault liability of the electronic authentication service providers is based on the fact that the damage caused by the use of the electronic authentication certificate issued by the issuer and the injury to the other is the source of the certificate(Weli, and Firas, 2019).

Second: -Criminal Protection of Electronic Commerce

One of the most important functions of the legal system is to identify the funds and the interests that it must protect, by establishing criminal legal rules criminalizing conduct that wastes or threatens the interests in a potentially dangerous manner, so that it would be natural for the legislator to criminalize any acts deemed to represent an attack on electronic commerce funds and data, There are two sets of such offences that may be committed by the service provider, namely (Weli, and Firas, 2019).

The crime of divulging secrets

A revolution of information and communication has brought about radical changes in many concepts and disciplines, including the law, and the emergence of new interests and rights related to this technological revolution, as well as a clear threat to many of those rights and freedoms.

Because of this revolution, a new range of crimes known as "Cyber Crimes" or (computer and internet crimes), including a crime (disclosure of secrets), including the Iraqi Penal Code, which was dealt with and criminalized and punished in Articles 437-438.

The crime of disclosure is defined as the fact that it has a secret status, all in accordance with the traditional Penal Code, which was addressed to individuals who were committed in



accordance with traditional methods, but the new in the use of the network of informatics and the internet to commit these crimes, including the crime of divulging secrets. This network may be seen as an effective and rapid means of committing this kind of crime, and perhaps the offence, if committed by that network takes several photographs, perhaps the most important of which are: a. Divulging the secrets of national defence: here the perpetrator is disclosing secrets obtained in relation to national defence or national security, no doubt the importance of such for this information and secrets and the seriousness of its disclosure, and its advertisement on the internet (Weli, and Firas, 2019).

The Iraqi Penal Code, which is in force in the absence of any such acts, is not beneficial for the peace and security of the country, as it is dealt with in articles (177-178), although its disclosure is dealt with in the traditional customary route, and we feel that there is no reason to expand the interpretation of the text to cover the disclosure. The secrets of national security are stolen by the internet, but what we are seeing is making the use of this network in such a crime is because of the huge numbers that use the internet.

Second Requirement

Law Applicable to E-Commerce Contract

The Decade plays an important role in economic and trade exchanges, whether of a national or purely international nature, as the technical means of completing various economic and trade relations, whatever the status of such relations. Each state has established in its domestic law and rules to be followed by judges to resolve disputes of a foreign character and the judge applies these rules unless there is an international treaty to which the judge's state is attached, including rules to resolve the dispute in legal and economic relations with a foreign element. If a dispute involving a foreign element is brought before a national judge, the rules of internal law on conflict of laws have been shown and guided by the law applicable to the dispute.

The rules of private international law that define international jurisdiction and the applicable law are difficult to apply to electronic commerce transactions. This is because e-commerce is done through the Internet, where the client cannot be accurately located, thereby impeding the application the rules of private international law, which rely primarily on the spatial attribution officer.

First: Constraints

Obstacles associated with the determination by States that the general principles for determining international jurisdiction are based on nationality, where jurisdiction is established in the courts of the state of which one of the adversaries is a national, or on the basis of domicile, where the courts of the state are competent to prosecute and if they are found on their territory,



or on the basis of the existence of capital where the courts of the state in which the disputed money is located shall be vested in either movable or immovable property, or on the basis of the conclusion or execution of the conduct in dispute, or on the basis of the incident where the obligation arose as the case of the injurious act.^v, However, the application of the previous rules, if the rule of nationality is excluded is based on the established Attribution Officer in the determination of international jurisdiction, an officer who is difficult to determine in the context of electronic transactions and for which no boundaries are defined and for which no places are known, depending on default characteristic that cannot be confined to a particular spatial framework (Iqbal, 2019)

The starting point of this topic is the problem posed by electronic commerce on the internet, which is difficult to determine the applicable law if it involves a foreign element, since the internet is characterized by its international character, and this characteristic is reflected in the dealings that take place, especially, it often involves a foreign element, it raises the question of the law applicable to the dispute in which it occurs. There is no room within the web to talk about the geographical boundaries between states which are the basis for the application of the traditional rules that define the law as applicable to relations in which one of the elements is foreign (Iqbal, 2019)

Those rules were not suited to the nature of electronic transactions, which required solutions adapted to their electronic nature. The attribution controls on which private international law relied to determine the applicable law seemed completely inadequate to the application of electronic commerce, and that was highlighted in the absence of ability to determine where the act was or where the data message was sent, as it is essential to enforce the conflict-of-laws rules, which are based primarily on a spatial attribution officer (Iqbal, 2019)

Second: Jurisdiction

When a dispute arises before a judge, whatever his status, the judge shall seek the law applicable to the dispute before it, so that the judge may invoke the terms of the contract and such circumstances as are necessary to indicate the express or implied terms of the contractors. If there is a lack of research, it first resorts to special rules of attribution. If he did not find the traditional rules of attribution. Both types are merely spatial factors. If the websites are used to conclude the contract, the opinion is divided in determining the time and place of the contract where the choice is made between the transmission base and the receiving base, the time of the contract and its location determined either by the time and place of dispatch of the acceptance letter or by the time and place of reception. Therefore, the determination of the law applicable to the contract in such cases may vary between the place of dispatch of the acceptance letter and its place of reception(Bradley J., 2019).

This choice, which assumes that the rule of contention is based on the said spatial correlation, does not reflect reality and ignores the difficulties faced by the spatial focus of e-commerce contracts. Moreover, the link of the contract to the place of its conclusion may not be effective if this place differs from where the contract is executed, and there is difficulty in locating the contract due to the nature of its locality. Such as dealing with computer software, allows it to be automatically implemented on the network linking the supplier and the receiving computer, the presence of computers does not help to know the location of the dealers, so the predominant view was that the best way to resolve the question of the law applicable to electronic contracts was for the Contracting Parties to agree to define expressly in the contract. This is what we support, and it has been introduced by the models of the Trade Data Interchange (EDI) agreements (Bradley J., 2019).

Conclusion

At the end of this study we conclude the main findings and recommendations relating to the subject matter of the research:

Results

1. E-commerce is defined as the advertising and definition of goods and services, and then the execution of the contract of commercial transactions such as the sale and purchase of goods and services, and then conclusion of contracts, then to do Payment of purchase across different networks, whether the internet or other networks that connects the seller and the buyer.
2. E-commerce is characterized by a range of characteristics, foremost among which is the speed in the achievement of commercial transactions ,and the expansion of commercial markets, thanks to the presence of the electronic medium and providing the best shopping options to create new patterns of dealing and support financial banking operations related to this area.
3. The expression will not require that be done in accordance with the traditional context, which could be electronic since a consensual principle was recently introduced in the age of informatics so that the convergence of wills would be enough to conclude the contract despite the physical absence of the contract council.
4. The display of goods on the World Wide Web (Internet), cannot be considered as a positive and guaranteed price but is a special situation different from the general provision of the Iraqi Civil Code in the text of article 80, but a promise of negotiation, for the specificity of electronic commerce contracts.
5. E-commerce contracts are not contracting of the type between attendees, because the parties are not present in one place, as well as when there is a difference between the issuance of



the offer and the acceptance, and not between absent, the statement of its type is the discretionary power of the judge.

Proposals

1. We propose that the Iraqi legislature issue a special and integrated legal regulation on all aspects of electronic commerce contracts, in line with the UNCITRAL law.
2. We propose to the Iraqi legislature to add an explicit text and an order within the rules of the Iraqi Civil Law on conflict of laws to require contractors of electronic commerce contracts to include an explicit clause specifying the applicable law, and in the event that the contract is free of this express or implied agreement, it should be referred to the method of the indicators or correlation factors recognized or provided for in the law of the judge under dispute.
3. We propose to the Iraqi judiciary when presenting a dispute concerning e-commerce contracts and in the absence of the local legislative regulation on electronic commerce contracts to activate the application of the text of article 30 of the Iraqi Civil Code, which follows the most common principles of private international law, and in this the legal provisions contained in the 1980 Rome Convention (European Union) and the Commission Act of 1996 can be used and quoted.



REFERENCES

- Boysen, Nils, René de Koster, and Felix Weidinger. "Warehousing in the e-commerce era: A survey." *European Journal of Operational Research* 277.2 (2019): 396-411.
- Ramírez-Correa, Patricio Esteban, Elizabeth E. Grandón, and Jorge Arenas-Gaitán. "Assessing differences in customers' personal disposition to e-commerce." *Industrial Management & Data Systems* 119.4 (2019): 792-820.
- Vargas, Vanesa Madalina, and Sonia Budz. "OPPORTUNITIES AND CHALLENGES IN THE E-COMMERCE OF THE FOOD SECTOR." *Calitatea* 20.S2 (2019): 645-649.
- Lu, Han. "Deepening Economic Cooperation in the Shanghai Cooperation Organization: Opportunities, Barriers and Approaches." *China Int'l Stud.* 71 (2018): 39.
- Kende, Michael, and Nivedita Sen. *Cross-border e-commerce*. No. BOOK. The Graduate Institute of International and Development Studies, Centre for Trade and Economic Integration, 2019.
- Sen, Nivedita. "Understanding the Role of the WTO in International Data Flows: Taking the Liberalization or the Regulatory Autonomy Path?." *Journal of International Economic Law* 21.2 (2018): 323-348.
- Kelsey, Jane. "How a TPP-Style E-commerce Outcome in the WTO would Endanger the Development Dimension of the GATS Acquis (and Potentially the WTO)." *Journal of International Economic Law* 21.2 (2018): 273-295.
- Yang, Lifan, and Jianzheng Yang. "The Drafting Idea of UNCITRAL ODR Rules and ODR Enforcement Practice in China." (2018).
- Pond, Bob, and Barbara McPake. "The health migration crisis: the role of four Organisation for Economic Cooperation and Development countries." *The Lancet* 367.9520 (2006): 1448-1455.
- Mladenović, Svetlana Sokolov, and Đorđe Ćuzović. "THE ROLE OF E-COMMERCE IN TOURISM DEVELOPMENT OF THE REPUBLIC OF SERBIA." *TISC-Tourism International Scientific Conference Vrnjačka Banja*. Vol. 1. No. 2. 2016.
- Hua, Nan, et al. "The power of e-commerce." *International Journal of Contemporary Hospitality Management* (2019).



- Peterson, Erik E., and Nagesh Kadaba. "Concepts for transacting e-commerce." U.S. Patent Application No. 10/275,824.
- Cai, Lulu, et al. "Research on B2B2C E-commerce Website Design Based on User Experience." *Journal of Physics: Conference Series*. Vol. 1087. No. 6. IOP Publishing, 2018.
- Humair, Franziska, et al. "E-commerce trade in invasive plants." *Conservation Biology* 29.6 (2015): 1658-1665.
- Charlesworth, Martin Percival. *Trade-routes and Commerce of the Roman Empire*. Cambridge University Press, 2016.
- Singh, Sohan, and R. K. Sharma. "Business research in e-commerce: challenges and strategy." *Mangalmai Journal of Management & Technology* 4.2 (2010).
- Maia, Claudia, et al. "Factors and characteristics that influence consumers' participation in social commerce." *Revista de Gestão* 25.2 (2018): 194-211.
- Ginter, Karl L., et al. "Trusted infrastructure support system, methods and techniques for secure electronic commerce transaction and rights management." U.S. Patent No. 6,658,568. 2 Dec. 2003.
- Pogorelova, Elena, et al. "Marketing Mix for E-commerce." *International journal of environmental & science education* 11.14 (2016): 6744-6759.
- Resciniti, Riccardo, Michela Matarazzo, and Federica De Vanna. "E-commerce studies review: implications and future agenda for firms and consumers." *10th Annual Conference of the EuroMed Academy of Business*. 2017.
- Yang, Lifan, and Jianzheng Yang. "The Drafting Idea of UNCITRAL ODR Rules and ODR Enforcement Practice in China." (2018).
- Turban, Efraim, et al. "Business-to-Business E-Commerce." *Electronic Commerce 2018*. Springer, Cham, 2018. 123-166.
- Mohammed, Widad Mousa, Ameera Shukur Weli, and Firas Mohammed Ismael. "Application of Electronic Commerce and Competitive Advantage: A Case Study of Electrical Appliances Trading Companies in Baghdad." *Journal of Engineering and Applied Sciences* 14.9 (2019): 3040-3052.



- Barkatullah, Abdul Halim. "Does self-regulation provide legal protection and security to e-commerce consumers?." *Electronic Commerce Research and Applications* 30 (2018): 94-101.
- Al Azzam, Farouq Ahmad Faleh, Emran Mahafza, and Alshible Mohamed. "Protection of Civil Electronic Consumer at International and Domestic Laws." *JL Pol'y & Globalization* 75 (2018): 63.
- Lyu, Guomin, and Shengmian Zhou. "Functional-Equivalent Approach in UNCITRAL Electronic Commerce Legislation." *2018 2nd International Conference on Management, Education and Social Science (ICMESS 2018)*. Atlantis Press, 2018.
- Taha, Mustafa Sabah, et al. "Combination of Steganography and Cryptography: A short Survey." *IOP Conference Series: Materials Science and Engineering*. Vol. 518. No. 5. IOP Publishing, 2019.
- Taha, Mustafa Sabah, et al. "Wireless body area network revisited." *International Journal of Engineering & Technology* 7.4 (2018): 3494-3504.
- Mahdi, Mohammed Hashim, et al. "Improvement of Image Steganography Scheme Based on LSB Value with Two Control Random Parameters and Multi-level Encryption." *IOP Conference Series: Materials Science and Engineering*. Vol. 518. No. 5. IOP Publishing, 2019.
-