

Dispute rules applicable to electronic commerce contracts

Abstract:

This study aims to explain the applicable legal system, which governs the conduct of transactions and contracts that apply according to the electronic commerce and electronic transactions system, through a statement of the law applicable to the relationship between the two parties under the Jordanian law and the law related to these issues governing electronic contracting operations. The research was carried out from a legal point of view based on the Jordanian laws related to this subject, the Jordanian Electronic Transactions Law, and with reference to the international conventions related to electronic commerce, which are centered on international business operations and international obligations on international electronic commerce, especially the two model laws. The most important findings are that the objective rules governing issues related to international electronic commerce contracts continue to play the role of completeness, allowing them to apply the conflict of laws approach to electronic commerce contracts. Because international electronic introduction contracts differ from other types of international contracts, one of the most essential suggestions provided in this study is the necessity for attribution standards.

Keywords: electronic commerce contracts, law applicable, international contracts, Jordanian law

Introduction

It is estimated that 48% of all commercial operations worldwide are carried out electronically through a massive global communication network. In addition, there are significant electronic transactions taking place through this network to support transactions on a governmental or personal scale, and these operations are also represented by the presence of a massive global communication network. To correctly complete the legal transaction that ensures the parties' rights, it is now required to acquire legal understanding of all these activities in numerous spheres of life.

Therefore, one requirement of keeping up with this e-commerce is to be aware of the legal procedures that enable the person who encounters difficulties during the sale and purchase because these operations are carried out in a variety of ways, whether at the international or local level, and what concerns us as lawyers are the aspects that govern commercial operations in their legal form.

As a result, we will discuss in this research how the rules of conflict apply to e-commerce-related issues. This will include providing answers to the questions raised above and indicating the correct legal application based on standards in the rule of e-commerce contracts, so that it covers all perceptions that dealers may have when operating within e-commerce frameworks.

The research aims to shed light on the rules of conflict applied to contracts and electronic transactions, the role of the will in determining the applicable law, the exception in the absence of the law of will, and the controls of attribution that refer to the applicable law and local standards in compliance with national laws and state standards in compliance with international conventions that determine the correct choice of the applicable law in light of the facts.

The problem arises in the search through the basic legal standards, such as the Law of the Union of Two Wills (the Law of Will) in Jordanian law, are insufficient to regulate contracts and consumer protection, and there are similar shortcomings in international accords on internet commerce and the failure of the Jordanian legislator to address this issue under the Jordanian Electronic Transactions Law and the absence of international legislation that offers the least protection for the consumer when he conducts these electronic transactions and transactions, which enables him to find adequate guarantees that protect his right of recourse when the other party breaches the contract.

The importance of academic research appears in the existence of commercial contractual aspects and electronic transactions made by groups of society at the individual and institutional levels, which constitute a sizable number of contracts that have provided material benefits included in electronic commercial transactions and transactions at the level of countries and individuals, makes the topic of the research very relevant to our daily lives.

Due to the space occupied by international electronic consumer contracts of both kinds, contracts for the purchase of goods and contracts for benefits, it emerges and is reflected in the knowledge of the appropriateness of the traditional legal rules for the provision of the contract and consumer protection in such contracts, especially since the contractors are unaware of the identity of the parties contracted with them via the electronic network.

1. Principles and regulations governing applicable law.

The internationalization of a contract gives rise to the right of the parties to determine the law applicable to the contract, thereby moving the contract from the scope of national law to the scope of foreign law and thus to the actions of conflict-of-laws rules and triggering the specific attribution rules of the law applicable to the international electronic contract.

Accordingly, we will study the system for determining the law applicable to e-commerce and the controls on which the judiciary relies in determining the applicable law through the following two requirements:

1.1. Regulation of the law applicable to electronic commerce

Prevails in electronic commerce contracts the principle (*pacta sunt Servando*), a principle recognized freely by the parties to the contract in choosing the law applicable to disputes between the parties to ensure the achievement of their interests, which is known as the principle of the authority of the will and this principle prevails in relations related to domestic law and that the legislator saw that the extension of the authority of the will on the same contracts marred by a foreign element leads to the choice of the right law for the provision of the electronic commercial contract has come this general rule of the general rules in Law When the contractors fail to specify the law applicable to electronic commerce, the judge must seek to choose the appropriate law to govern matters relating to the electronic contract by specifying the criteria by which the contract will be governed and basing it on the correct law that will govern the international commercial electronic contract, because the domestic electronic contract is out of the circle of conflict in aspects of legal application, as its judgment is a clear provision in the rules to which it will be assigned in accordance with the rules prepared within national.

Accordingly, we will explain the foundations of the regulations governing international commercial electronic contracts within the following branches:

1.1.1. Conditions for the application of the conflict rule in the electronic contract (applicable law)

If we review the legal legislation of countries, we will inevitably find legal systems and rules to govern and resolve conflicts of laws and determine the application of foreign law and these rules are not sufficient and combined in one system, but there is a diversity in which many legal texts have followed them and thus the legislator is affected when developing the rules of attribution according to the quality that prevails in his state, and considering the rules of conflict procedural rules that refer to the applicable law and notes on these rules two things: -

1. They are national rules derived from the sources of internal legal rules, that is, from a general legal principle, legislation or custom, and thus influenced by the prevailing tendencies in the State and the national considerations that govern the positive regulation of the rules of internal conflict.
2. Although they are national rules, they are universal, as evidenced by the subordination of international electronic trade contracts to the law of administration.

The examiner of all the conflict rules that arise in special matters in the provision of the international commercial electronic contract, finds that there are conditions that must be met to apply the conflict rules and determine the applicable law, and we mention them as follows:

That it is a special relationship, that is, a legal relationship of an international character relates to several States through the constituent elements of this relationship in terms of parties, subject matter or cause, which fall within the scope of private law relations, as it alone proposes the process of selecting one of the laws that are candidates for the govern of the relationship by virtue of its association with it.

The relationship is related to more than one different legal system in the legal structure, and from here we find that the relationship subject to the dispute has been related to more than one legal system, so the phenomenon of conflict in laws arises if it is composed of more than one non-regional element

with the presence of international movement of persons, international commercial dealings and movement of funds.

The variation of legal rules relating to the elements of the legal relationship, and for the existence of an international legal conflict, including the application of conflict rules to settle it, there must be a difference in the structure of the conflicting legal provisions, provided that the supposed difference does not constitute the limits of total conflict with the fundamental foundations on which the systems of conflicting laws are based (Abo Moghle & Al-Sararia. 2014).

The national legislator should allow the introduction and application of foreign law, and the legislator should allow the application of foreign law because it is the starting point in a conflict of laws, since States do not make their law have absolute jurisdiction.

1.1.2. Ruling on the dispute in the commercial electronic contract in the event of the availability of the law of will.

International commercial contracts are based on the fact that any of its contracts is based on complete freedom in accordance with the principle of the authority of the will, which is also the basis of the international electronic contract, which grants in its content the right of the contractors to freely choose the law applicable to the international commercial contract, under which the international electronic contract is involved in both consumer and service parts, and the law encourages with all its provisions the diligence of the parties in finding rules regulating the relationship between them, whether through the creation of new rules regulating the commercial relationship or by following any legal model prevails in any legislation other than that of the Contracting Parties (Abu Shmeis, 2020). According to the trends that govern legal relations in the law of will regarding contracts in which its parties express this will, this will be affected by three trends in international contracts, not to mention that these contracts may also come on electronic commerce contracts, namely: -

It narrows the scope of application of the law of will and limits it only to the national laws issued by a concerned State that enjoys this description in accordance with the provisions of international law, if the law of a State is chosen by the contracting parties to regulate their contract, then this choice must focus on the internal law of that State, and this principle in the first direction adopted by the Permanent Court of International Justice in its rulings, where it referred to its judgment that (all contracts not concluded between States are necessarily subject to the law national of a State concerned under the rules of private international law) in other words, all contracts concluded between individuals are governed by national law. (Abo Moghle & Al-Sararia. 2014).

However, this trend has been critically influenced by its non-acceptance, on the grounds that the application of this approach can lead to the application of national solutions developed primarily for the governance of internal contracts, as well as to a difference in judicial solutions in disputes related to international contracts.

The proponents of this trend call for granting full freedom to contractors in accordance with the law of will to choose the law applicable to their contracts and to expand the concepts of attribution of contractual relations, as the provisions must not stop at the limits of the national law of the State, while calling for the permissibility of attributing the contractual relationship to rules of a universal nature, including the rules on which dealing in the field of international trade has been established.

Accordingly, we find that most international conventions have taken this principle as a basis in setting the principles stipulated in international conventions, including the Geneva Convention on International Commercial Arbitration in 1971, which stated in this regard in its article No. (7) (the parties are free to determine the law that the court must apply to the dispute) and also the Rome Convention in 1980 adopted this approach in the field of law applicable to international contracts and

obligations, and this came in Article (3) of paragraph (1), which stipulated (The law chosen by the parties shall apply to the contract.....).

However, as in the previous direction, this second trend has been disadvantaged, as it is tainted by the defect of the release of contractual freedom that may lead to fraud towards the law or evasion of the provisions of jus cogens to which the contract is closely linked.

In this direction, its proponents advocate a balance between the freedom to choose the law applicable to the international commercial contract and the setting of limits to this freedom, which does not lead to fraud towards the law or evasion of jus cogens provisions in national rules on legitimate grounds, and this moderate trend was adopted by the Rome Convention of 1980 regarding the law applicable to international sales of goods in its article No. (Abu al-Haija 2017).

Whereas this trend is a balance of freedom of the contracting parties to international contracts of commerce under which the international electronic commerce contract is involved, which is closest to the private interest of both individuals and the State.

1.1.3. Ruling on dispute in the commercial electronic contract in the absence of an agreement of the parties.

The judicial choice of the law applicable to the international electronic contract in the absence of an agreement between the parties is called (substantive attribution of the relationship) and therefore the dispute provision in the international electronic contract in the event that the parties do not have an agreement on the choice of law applicable to the contract, this relationship is referred to the rule of substantive attribution, which is considered one of the rules of reserve attribution, which is applied if the parties do not agree to determine the law applicable to their contracts and the judge is unable to extract The implicit will of the parties to the contract of the contractual relationship, it completes the performance of its duty towards settling the dispute through the substantive relations of the contract before it, and this is not by imposing its national law and applying it directly, but through diligence and proper access to determine the applicable law through specific controls and resorting to indicators or factors that indicate the applicable law and provided that they are closely related to the commercial electronic contract (Al-Zaben, 2019).

However, despite all of the foregoing, we find that the judicial authority dealing with this case can impose the law applicable to the contractual relationship through the factors and indicators referred to by the contract (Abu Shmeis, 2020).

Since these controls bear fruit in the provision of the contractual relationship between the parties to the international electronic contract, but the countries apply the controls settled by their judiciary, because it may turn out to the judge that the contract contains several objective controls, but what his judgment in this area has settled in determining the law applicable to the contractual relationship, is what is being done, as some legislations provide the place of formation of the electronic contract on the place of implementation of the electronic contract according to what was settled by its judiciary In the provision of the electronic contract (Al-Jawari, 2011).

1.2. The controls on which the judiciary relies in determining the applicable law

The bases on which space is based in the judgment of the dispute in electronic contracts are divided into two types, namely, the law of will, which is shown through the express or implicit will, and the other type is based on the objective rules extracted by the judge and applied to them flexible controls and rigid controls, in the case of the existence of an agreement between the parties to the commercial' which we explain in the following sections:

1.2.1. Rigid controls for the provision of the commercial electronic contract

The legal basis in rigid controls is based on a standard that the judge can draw from reviewing the international electronic contract by looking at its subject matter, but in this contract a difficulty appears in the field of reliability enjoyed by the electronic contract and also in terms of its susceptibility to forgery and manipulation, but we must put forward these controls in order to be more familiar with the issues of the provision of the electronic contract with these controls, if we show the validity of these contracts, which are as follows:

The law of the State where the commercial electronic contract is formed: According to this officer, the silence of the contracting parties about determining the law applicable to their electronic commercial contract and which will govern the contract in the event of a dispute, the judge undertakes the search for the most suitable law by reference to the law of the place where the contract is concluded, which is what the Italian school has taken in the rule of international contracts (Abu Al-Haija, 2017).

The law of the State where the commercial electronic contract is executed: This officer as a reference for the judge can be taken as a determinant of the rule of the contractual relationship between the parties to the dispute and determine the applicable law in the event that the parties to the relationship in the contract are silent about the statement of the law, and the reason for adopting this officer is due to being the preferred determinant in modern jurisprudence, in addition to that the contract appears through external actions carried out by the contracting parties such as delivery of goods in the international sales contract, which is the main obligation before the obligation to transfer ownership, thus creating a realistic link in place of implementation. In the emerging contractual relationship and the law applicable to this relationship.

Despite the validity of this control, it has disadvantages that make it impossible to apply it correctly in the event of multiple executions or what is known as multiple places of execution or if the place of execution is not specified in the contract or has been silent about its identification (Al-Jawari, 2011).

Nationality Law for the Parties to the Commercial Electronic Contract: The law of joint nationality is predominantly applied in traditional international commercial contracts and was previously taken in a limited field, but in light of the escalation of modern legal thought, it did not happen that jurists agreed to apply it in electronic commerce contracts, and the reason for this is that it does not express a close link with the contract, but with the contractors, and some legal jurists consider that joint nationality does not give the contract an international character and we cannot be in front of a conflict of laws in its sense correct^{(Alissa2010}

Law of the joint citizen of the parties to the electronic contract: Domicile is adopted as one of the controls to determine the legislative competence in matters of international contracts, where the law of the common domicile of the contracting parties is applied in matters related to contractual obligations, including refraining from implementation and delay in implementation, and this officer has taken the Iraqi legislator in Article (25) of the Iraqi Civil Code.

1.2.2. Flexible controls for the provision of the commercial electronic contract

It is clearly noted with regard to the issues related to the provision of electronic commercial contracts and the development that has occurred in the field of law, which was affected by two conflicting international considerations, namely, the need to achieve legal security for individuals in these contracts and to provide the ability to anticipate solutions that would resolve disputes that appear as a result of this global development, and as a result, legal legislation in most countries has sought to resolve issues of international legal conflict to develop and codify private international law in rules characterized by pre-determination and then rigidity (Abo Moghle & Al-Sararia. 2014).

This is what was done at the level of the first consideration, but at the level of the second consideration, the legal rules of abstraction and generality need more flexibility to keep pace with the rapid development in the international side of unusual transactions, and in the same way the so-called conflict resulted in the aspect that governs the international legal conflict in electronic contracts, where the stalemate is governed by pre-prepared rules of attribution. There are requirements for justice that necessitate the existence of legal rules consistent with the circumstances of the dispute and with what must be Intervention by the judge to minimize the inappropriate effects of attribution rules (Abu Shmeis, 2020).

It is worth mentioning that the Jordanian legislator did not apply the idea of flexible controls, represented by the idea of distinctive performance of the contract but by research, we find that the Jordanian legislator in the Jordanian Civil Code has referred in article 25 to the freedom of the judge to follow the rules and principles adopted by private international law in what is not provided for in the Jordanian Civil Code in its resources. The distinctive performance approach, which involves under flexible rules in dealing with conflict issues in international electronic contracts, is based on the basis of analyzing a certain category of contracts of one nature and determining the distinctive performance in them, as each contract has a distinctive performance that distinguishes it from other contracts and expresses its essence and privacy, Whereas this approach takes into account the diversity of contracts, determines the law that is compatible with their self-application, derives the relevant law from the internal elements of the contract, in particular from its distinctive performance, and also takes into account the principle of legal integrity and respect for the expectations of the legitimate parties.

1.2.3. The controls on which the Jordanian legislator relies for the provision of the commercial electronic contract.

The Jordanian legislator tended in the rule of the international electronic contract tainted with a foreign element to the legal controls and rules found in private international law and Jordanian civil law, but what prompts us to say that the electronic contract is an international contract that if the two regions of the electronic contract apply, there is no need to delve into the search for the law applicable to the contract, because inevitably the national law will be applied because all its elements have a regional dimension and there is no room for conflict between laws to govern the existing legal relationship between the parties to the conflict (Dudin, 2006).

It can be said that what interests us in the search for the controls related to the Jordanian legislator and related to the provision of the international electronic contract, are the rules that govern the contractual relationship in terms of its subject matter not in terms of its form, and therefore electronic contracts in accordance with the Jordanian Electronic Transactions Law do not take place in cases where the law requires a specific form that must be observed, and therefore the rule of attribution contained in Article (21) of the Jordanian Civil Code, which is concerned with determining the law that applies to the provisions will not be addressed. The form of the contract makes it possible to apply the law of the country in which the contract was made, the law that applies to the provisions of the contract, the law of domicile for the contracting parties, or the law of nationality (Abu Al-Haija, 2017).

By searching in the rules of Jordanian attribution, we find that the purpose of referring to them is to know the extent to which its work can be done in the field of protecting transactions carried out by the consumer, which is the weakest link in these international commercial contracts, especially since one of the attribution controls in that rule is the place of the contract, which is in the field of the

international electronic contract a virtual imaginary place, it is the electronic environment that has no tangible place a, Article 20/1 of the Jordanian Civil Code stipulates the following:

The law of the State in which the contracting parties have their common domicile shall apply to contractual obligations, if they have a common domicile, unless otherwise agreed by the contracting parties.

However, it is the real estate law that applies to contracts concluded in respect of such real estate. According to these specific controls for the contract provision, the Jordanian legislator has listed the controls as a gradual, and in the sense that the judge is obligated when looking at the rules governing the contract to rely first on the first officer, if he does not find, he works with the second officer, and if he does not find, he works with the third officer, and the Jordanian legislator has adopted the three controls for the rule of contracts in their global form, and where we will discuss these controls in their independent form to indicate each officer and its impact on the commercial electronic contract as follows:

Contractors' Will Officer: The agreement of the contracting parties, whether under one of the terms of the contract or by an agreement independent of the original contract to apply a specific law to the electronic contract, this agreement is a way to make the agreed law applicable to the contract, and some legal scholars believe that the application of this control requires that there be a minimum link between the law agreed upon by the parties to the contract and the contract that binds them and to which the law is to be applied, and here the parties to the contract are free to Agreeing voluntarily on a specific law to govern it (Abu Shmeis, 2020).

The judge shall be obliged to adopt and apply it, and the judge shall not be exempted from its application unless such law is contrary to the order of the world and public morals in the judge's State. The Jordanian judge relies on the exclusion of the foreigner's application to the above-mentioned cases on the text of article 29 of the Jordanian Civil Code, which stipulates that "the provisions of a foreign law in kind may not be applied in kind if these provisions are contrary to public order or morals in the Hashemite Kingdom of Jordan."

However, in light of the current conditions that occurred in 2020, which are related to the Corona pandemic, which led to major injuries and the inability of the courts to exercise their effective role in applying public order, some defense orders stipulated judicial notification procedures through the use of people's e-mails, and this was justified by virtue of the pandemic and a departure from the public order followed in conducting judicial notifications, and the development in the face of the necessities that govern developments that would Affecting the general reality in the organs of the State may lead the legislator to adopt mechanisms in question, which may involve a change in the approach adopted in the general system of application of law and thus a convergence of foreign and national law and a breakthrough in the application of legal norms (Abu Al-Haija, 2017).

We return to say that the exclusion obtained by the judge as a result of the violation of the foreign law applicable to the electronic contract has the logical consequence that Jordanian law applies to the dispute relating to the electronic contract.

Common domicile officer of contractors: If the parties to the international electronic consumer contract belong to a common domicile, i.e. one domicile, the law of that domicile is the law applicable to the dispute tainted by a foreign element, such as if the nationality of one of them is different from the nationality of the other person.

Here, we quote what we have stated about the power of the judge to exclude the law of common domicile if this law is contrary to public order.

Adjuster of the place of conclusion of the contract: Based on the text of Article No. (20) contained in the Jordanian Civil Code, the judge in the absence of the two former officers, must work on the application officer of the place of conclusion of the contract, and here the problem appears in the electronic contract, as the place of the electronic contract is virtual (imaginary), it is concerned with the electronic judiciary, which does not build a specific place, and this has prompted the Jordanian legislator to set a standard to determine the place of the electronic contract in its virtual form, and it has been shown in Article (18) of the Transactions Law Electronic in which it is established that the criterion of the place of convening is the criterion of the place of business, the criterion of the place of residence or the criterion of the will of the parties.

Since the electronic contract is concluded like others with identical acceptance from the offer, this means that the issuance of acceptance by virtue of an electronic message from the person to whom the offer is addressed makes the contract concluded, but the place of its convening is not the place of issuance of acceptance, but the place where the place of work of the acceptor is located, and in the

absence of a place of business for him, his place of residence shall be considered his place of work, unless the offeror and the acceptor have agreed otherwise, and this is what is stated in the text of Article (18), paragraph (a) of the Law Electronic transactions, for example, if the so-called (Hassan) resides in Kuwait and his place of work is in Jordan, and while the so-called (Yahya) resides in Bahrain and his workplace is Turkey, and the latter while he is in Iraq prepared an e-mail containing an affirmative and gave an electronic command to the computer to send it to the invitee (Hassan), he would have sent it by virtue of his workplace in Turkey and the invitee (Hassan) would have received it at his workplace in Jordan, and even if the invitee Hassan browsed it and responded to it from Britain, it is considered that from his duty station in Jordan (Dudin, 2006).

2. The Position of the Jordanian legislator and on the Law Applicable to Electronic Contracts

Perhaps the position of the Jordanian legislator on the law applicable to international electronic contracts is the most advanced in this field, despite the emphasis on some contracts on the reliability that is applied in order to ensure legal protection for the contracting parties and not to evade the application of *jus cogens* rules in Jordanian law, which ensure that public order, which is the legal and essential basis in the eyes of the Jordanian legislator, is not violated, and this is adopted by emphasizing the provision of the electronic contract with the spatial control in the virtual environment and stipulating it. In Article No. (18) of the Electronic Transactions Law No. (15) of 2015.

It should be noted that the Jordanian legislator has regulated the rules of attribution for the provision of commercial electronic contracts, in accordance with the basic rule of attribution based on the will of individuals, and in the case of silence about determining the law applicable to the relations between the parties to the electronic international contract, it has based it on any secondary rule of attribution. It should also be noted that the Jordanian legislator has expressly recognized the application of what was stated by the parties to the international commercial contract in their contract and has not regulated this right through the provisions of the Control Act No. 31/2011 of 2001, which stipulates in article 36 that "the arbitral tribunal shall apply to the subject matter of the dispute the rules laid down by the parties to their agreement" (Al-Ajlouni, 2002).

The Jordanian Electronic Transactions Law No. (15) of 2015 is in line with Article No. (20) of the Jordanian Civil Code and the provisions of the UNCITRAL Law on Electronic Commerce, which gave the parties to the contract the freedom to choose the law applicable to the international electronic contract for electronic transactions and electronic commerce, and in this is what was stated in the text of the Transactions Law in Article (5/a) that (the provisions of this law shall apply to transactions whose parties agree to carry out their transactions by electronic means unless there is an explicit provision that stipulates otherwise (Al-Mongi, 2002).

2.1. Jordanian Legal Support for International Electronic Contracts

The Jordanian legal system follows in determining the law applicable to international electronic contracts a bilateral system, which is carried out in two cases, and the first case indicates that there is an agreement between the parties to the contract to apply a specific law to their relationship related to the contract and the second case is the absence of agreement on the law applicable when a dispute arises and here the legislator under the provisions of the Jordanian Civil Code provided a remedy for this conflict under the rigid controls to determine the law applicable to international electronic contracts and the so-called The precautionary attribution provided for in article 20 of the Jordanian Civil Code (El-Desouky, 2003).

The Jordanian legislator has indicated that the spatial control in adapting the legal relationship between its parties plays a role in international electronic contracts, by occupying an important position in the field of determining the law applicable to the dispute in the electronic contract.

The Jordanian legislator has in the first place indicated the manner in which acceptance is made and the place of such acceptance, because this is based on the determination of the applicable law and has clarified in Article 18 of the Electronic Transactions Law the following text: "The information message shall be deemed to have been sent from the place where the originator's place of business is located, and it shall be received at the place where the addressee has his place of business, and if neither of them has a place of business, his place of residence shall be deemed to be his place of business, unless We find that the Jordanian legislator, despite specifying the law applicable to the electronic contract, has re-selected this law to the will of the parties to the contract in their agreement, and it is clear that the Jordanian legislator has recognized the specific criteria of the law applicable to the electronic contract established remotely through the criterion of the will of the parties or the criterion of the place of work and the criterion of place of residence.

By exploring the legal rules of the conflict rules specific to the law applicable to electronic contracts, we note that the Jordanian legislator has not developed a conflict rule for the law applicable to consumer contracts in which one of the parties is a consumer, and from here we note that the issue is subject in principle to the same general provisions that are subject to ordinary contracts and in the sense that it is subject to the law of will in the event of an agreement between the parties to the contract, but in the absence of an agreement, we are facing the application of the requirements of Article (20) of the Jordanian Civil Code, which are the precautionary rules of attribution.

2.2. Legal link in matters of determining the law applicable to the electronic contract

The issue of the legal link between the public and private system of law and *jus cogens* and complementary rules cannot be bypassed when choosing the law applicable to electronic contracts, so that the consideration by the judge of the dispute before him regarding the issues governing electronic contracts in accordance with their connection with other laws that must not contravene public order in national law and which would protect the legal sovereignty of the State and¹ ensure the security of those dealing in such electronic contracts.

Whereas the Jordanian Civil Code, which is the common law to be referred to fill the deficiency or clarify ambiguities, has provided that the issues related to the adaptation of legal relations and the determination of the applicable law shall be the same as Jordanian law regarding cases of conflict of laws. Supplementing them by electronic means, which may not be accepted under public order except by methods and methods set forth in other laws and which the Jordanian legislator has not accepted to be held by electronic means remotely, due to their need for formal documentation required by law (Abu Shmeis, 2020; Al-Khashrum, 2003).

Conclusion

The law applicable to electronic contracts has been studied in accordance with what was decided by the Jordanian legislator in the Jordanian laws determined by the rules of attribution in private international law and contained in the Jordanian Civil Code and in accordance with what is determined by international conventions in international electronic contracts that are consistent with the work with the internal law system adopted by the State as a reference in attributing the law

applicable to these contracts, especially since electronic commerce contracts have become an undeniably effective phenomenon at the level.

Taking this description of an international electronic contract as an international contract leads to special treatment that makes it subject to special rules, so that the parties have the right to choose to apply a particular law to their contract and can be subject to customs and rules related to international trade and takes it out of the scope of application of national rules to it.

The substantive rules governing matters related to international electronic commerce contracts are not mature enough to apply the conflict-of-laws approach to electronic commerce contracts, which poses difficulties in the application of administrative law and other difficulties in the law appointed by the judge in accordance with the substantive rules of attribution. Appropriateness by putting forward ideas and solutions that lead to not standing in front of the development of e-commerce.

When the consumer is one of the parties to the international electronic contract, this requires that he be surrounded by protection and care by national legislation on consumer protection, and that international legislation differs in the degree of consumer protection in international electronic contracts, some of which exclude the application of types of management and others that restrict him to jus cogens rules in the law of the judge's country or the application of the law most suitable for the consumer.

Article (101) of the Jordanian Civil Code is not considered null and void under Article (18) of the Electronic Transactions Law No. (15) of 2015, but the two texts must be read together to reach the results related to the place and time of contracting through electronic means, which takes place between absentees in accordance with the two laws.

We propose developing attribution rules for international electronic consumer contracts, which would protect the consumer in these contracts and allow the consumer and supplier to choose the law applicable to these contracts, as the Egyptian legislator and the American legislator did in the Electronic Commerce Law.

We recommend that the Jordanian legislator combine the set of laws related to the electronic system of transactions on the global network of communications into a unified law that governs all actions that take place through these international electronic networks, including electronic commerce, in a complete comprehensive system that will create an ideal legal reference, as there is a law for electronic transactions No. (15) of 2015 and a law on cybersecurity's.

We propose to examine the principle of (the concept of distinguishing performance) of the electronic contract, which is extensively used in the sphere of electronic commerce.

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