

Statistical Analysis in E-Commerce Contracts

Hashim A. M. Balas, Mohammad A. Bani-Meqdad, M. S. Al-Freihat*, Ahmad F. Boutosh, Ahmed A. Al-Amawi, and Mamoon S. Alsmadi

Department of Law, Faculty of Law, Ajloun National University, Ajloun, Jordan.

Received: 7 Feb. 2024, Revised: 9 Mar. 2024, Accepted: 1 Jul. 2024

Published online: 1 Sep. 2024

Abstract: The Internet has become a desirable medium for businesses to conduct business and communicate. The phenomenon of electronic contracting has, however, given rise to a number of issues to which some jurists and legislators have attempted to find solutions. These issues include figuring out whether the parties to the contract enjoy capacity, whether the nature of the contracts are bargaining or adhesion contracts, and which laws will apply to them in the event of a dispute. In e-commerce contracts, the offer is created by the offeror, who often holds the authority to specify the agreement's parameters, including the service's location and the duration allowed. It was concluded that contracts of adhesion apply to electronic contracts. We found that expressing one's consent 'intent' electronically is both possible and legitimate. The study suggested amending Article 93 of the Jordanian Civil Code by adding expressing consent deemed valid in making a contract, whether sent by telex, fax, or the Internet. In electronic contracts, silence does not indicate a desire to accept or make an offer. We suggest that the legal actions carried out by a party to a contract lacking capacity over the Internet be considered valid and have a legal effect.

Keywords: Electronic, contracts, Internet, Jordanian Civil, Adhesion.

1 Introduction

The Internet has greatly facilitated electronic commerce (e-commerce) among traders worldwide, making a major revolution over traditional trade tools. E-commerce is defined as the trading of goods and services on the Internet employing a wide variety of systems, data, and tools. It is also described as an agreement drafted, negotiated, and executed by electronic means, in whole or in part⁽¹⁾. Nevertheless, trading through a virtual environment exposes the parties' data to infringements, necessitating a new form of contract that aligns with the special nature of e-commerce and protects the parties' rights.

However, several issues have plagued electronic contracting, including contractors' legal capacity, negotiation methods, consent, and adherence. To consider a contract binding, it should encompass these requirements: Offer, acceptance, consideration, contractual capacity, and legality.

Consent is typically established through expressing intent, whether verbally or in writing, achieving the confluence of offer and acceptance, and the parties' enjoyment of legal capacity. These two grounds ensure that the mutual consent of the contractors is free from defects of intent, coercion, error, deception, and dishonesty⁽²⁾.

The legality of electronic contracts has received widespread controversy because they are concluded online between parties who communicate digitally and not in person. They raise concerns about the validity of consent in light of the technical problems which may impact the communication process while negotiating or signing the contract and the probative value of these contracts⁽³⁾.

Some debate issues related to the contractual capacity of the parties to e-contract. In this research, we are concerned with the capacity of legal and natural persons to acquire rights, carry out duties, and assume imposed obligations, especially the capacity to enter into a contract and perform legal acts⁽⁴⁾ or management aspects. The general rule says every person shall have the capacity to contract unless that capacity is taken from him or restricted by operation of law⁽⁵⁾.

¹ Dudin, B. (2006). *The Legal Framework for the Contract Concluded via the Internet (According to the Electronic Transactions Law and Dealing with the General Theory of the Civil Legal Contract)*, Amman Culture House, p. 132.

² Obaidat, Y. (2009). *Sources of Commitment in Civil Law (A Comparative Study)*, Dar Al Masirah for Publishing and Distribution, 1st edition, Amman., p. 99.

³ Essa Smadi, Mohammad Al-Freihat, Muntaser Alqudah, Mamoon Alsmadi. (2024). Bank's Liability in Electronic Fund Transfers and its Legal Effects *Pakistan Journal of Criminology* Vol. 16, No. 01, January—March 2024 (605-624)

⁴ Al-Hakim. (2007). *Al-Mawjiz fi Sharh Al-Civil Law*. Sources of Obligation, Comparative Law Library, Baghdad, 2007. p. 115.

⁵ Article (116) of the Jordanian Civil Code and Article (109) of the Egyptian Law.

*Corresponding author e-mail: fryhat400@gmail.com

The Jordanian legislator deemed the capacity provisions as a component of the public system. According to it, no one may deny someone legal rights when they possess full capacity, nor may they alter the terms of their personal freedom or capacity waiver⁽⁶⁾. Article (47) of the Jordanian Civil Code specifies: “*No person may divest himself of his personal liberty or of his capacity, or vary the concomitants thereof.*”

However, there is no issue with assessing the capacity of contractors located in the same physical location, as their eligibility can be easily verified through an individual's ID card or the registration certificate of a legal entity. However, challenges arise in contracts where the parties interact through the Internet⁽⁷⁾.

The significance of this research stems from the importance of electronic commerce, which is rapidly expanding globally owing to the simplicity of electronic trade and the time and money savings it provides. However, the widening gap between the accelerated growth of e-commerce and the statutes for concluding a valid e-contract aligning with its regulation drives us to conduct this research. This research aimed to examine critical issues in the validity of electronic contracting, namely expressing intent, the concept of offer, acceptance, and capacity in electronic contracting, and determining whether electronic commerce contracts are considered contracts of adhesion.

Despite keeping abreast of Jordan's legislation to the enormous technological development in the field of electronic commerce. However, numerous legislative texts still require revision or replacement to accommodate the demands of commercial and economic transactions.

In this research, the descriptive and analytical methods were used. The descriptive approach helps to describe the texts of the law that regulate the authenticity of the electronic record and contract and focuses on the judicial rulings related to the study. The analytical approach was used to analyse the legal texts and judicial rulings that address the subject of this research and the data that have been relied upon.

2. Defective Capacity of Parties To E-Contract

Contractual capacity is crucial since not everyone ought to be competent to bind themselves to a long list of legal obligations. Failure to uphold these obligations in the event of a contract violation may give rise to legal action and other remedies. What grounds are used to determine the capacity of the contractual parties?

In point of fact, the absence of a particular law regulating the capacity of parties to an electronic contract in the Jordanian Electronic Transactions Law creates a lacuna in the legal framework, prompting applying the general capacity rules specified in civil law. Article 43 of the Jordanian Civil Code stipulates, “(1) *Every person who has reached the age of majority in possession of his mental powers and who has not been placed under a restriction shall be of full capacity to exercise his rights laid down in this law and the laws deriving from it. (2) A person shall be of the age of majority upon reaching the age of eighteen years.*”

So, the Jordanian Civil Law sets three grounds for deeming a person's enjoyment of full capacity: the age of majority, which is eighteen years; mentally competent; and not under undue influence or duress. According to this text, every person with the above criteria can enter into a binding contract. But how does the Jordanian legislator handle the alien contractor's capacity issue?

The court typically applies Article 43 to common contractual capacity, whereas in e-contracts, the attribution rules are typically applied⁽⁸⁾. In case it is proven to the judge that the contract is international, the text of Article (12/1) of the Jordanian Civil Code shall be applied, “*The law of the state of which a person has the nationality shall apply to the civil status and competence of such person but nevertheless in financial dealings transacted in the Hashemite Kingdom of Jordan the results of which materialise therein, if one of the parties is an alien of defective capacity and the lack of capacity is attributable to a hidden cause which the other party could not easily discover, such cause shall have no effect on his capacity.*”

Applying this statute essentially protects the rights of both contractual parties, particularly when one of the parties acts in good faith while the other conceals his capacity. Failing to protect the contracting party's rights may harm and violate the trust essential in transactions between parties⁽⁹⁾. The text made it clear that if a Jordanian entered (an online) contract with a party from a different country who concealed his defective capacity, the latter should be subject to their national law. His

⁶ Sultan, A. (1983). *General Legal Principles*. Dar Al-Nahda for Printing and Publishing, Beirut, p. 228.

⁷ Al-Manzalawi, S. (2005). *The Law Applicable to Electronic Commerce Contracts*, Dar Al-Nahda, Cairo, p. 379.

⁸ Al-Khashrum, A. (2007). Mutual consent in electronic commerce contracts via the Internet under the provisions of Jordanian law. *Yarmouk Research Journal, Humanities and Social Sciences Series*, Volume 3, Issue 5, p. 547.

⁹ Nassif, H. (1996). *Protecting the Contracting Person in Good Faith with the Possessor of the Apparent Status*, “*Replacing the Law of the Place of Conclusion with the Personal Law*,” Dar Al-Nahda Al-Arabiya, Cairo, p. 61.

lack of capacity will have no effect on performing the contact⁽¹⁰⁾.

The Jordanian legislator has addressed the legal actions taken when one of the parties to a contract lacks capacity, which he deliberately concealed in Article 134 of the Jordanian Civil Law, which stated: “1. A person lacking legal capacity may request cancellation of the contract 2. If a person of defective capacity uses deceitful means to conceal his defect in capacity, he shall be bound to pay compensation.”

Following Article 256 pertaining to tort liability in electronic contracts or claiming damages, “Any harm done to another shall render the actor, even though not a person of discretion, liable to make good the harm” when a party in good faith contracts with the minor who intentionally concealed his lack of capacity⁽¹¹⁾, the seller party can claim compensation for the minor negligence⁽¹²⁾.

From a legal standpoint⁽¹³⁾, a minor may enter into an electronic contract or purchase an item via the Internet by misrepresenting his age; in this situation, the seller can claim that the minor is legally responsible for the transactions made. This calls for guardians to be more diligent in monitoring their children’s Internet use. According to the Jordanian Civil Law, as stated in Article (12/1), “... if one of the parties is an alien of defective capacity and the lack of capacity is attributable to a hidden cause which the other party could not easily discover, such cause shall have no effect on his capacity.” The preceding shows that the lack of legal capacity in an electronic contract with misleading intent does not exempt the actor from tort liability.

3. Means of proving the validity of data in the electronic contract

Due to the accessibility of the Internet, there is an increased probability of unauthorised access and possible hacking of private data, including bank accounts and credit card information. Therefore, proving the legal capacity of parties to the electronic contract was controversial. Multiple methods have been used to verify the identity of the contractors, but it is still not easy. Verifying the identity of the contractors via the Internet involves technical and legal considerations.

Typically, involving a third party who can legally verify the contractual parties' identification and capacity is necessary for legal transactions. Notably, there is currently no way to confirm the legitimacy of the information supplied by each party to an electronic contract⁽¹⁴⁾.

There are multiple techniques to determine the identity of the contractors⁽¹⁵⁾, including the use of smart cards, digital signatures, digital certificates, website detection and verification technology, advertising authority technology, and warning means technology). Furthermore, recognising electronic documents and granting them the necessary probative value depends on the possibility of verifying their authenticity and attribution to their originator, and this can only be achieved through enacting laws

regulating electronic transactions. The Model Law on Electronic Commerce issued by the United Nations states: “The originator is the person who considers that sending or creating a data message before storing it, if it happened, was done by him or on his behalf, but it does not include the person who acts as an intermediary in relation to this message.” This Article shows that the message was issued by the originator and not the intermediary.

Article (14) of the United Nations Convention regarding electronic contracting requires member states to obligate the service provider to permanently make available to the service recipient’s name, geographical address, electronic address, the name and number of his commercial registry, and any other information that could be used to identify him.

The originator may claim that his signature was forged by the person who sent the data as he knew his password⁽¹⁶⁾. This issue was addressed in Article (13/2) of the UNCITRAL Model Law, which states: “As between the originator and the addressee, a data message is deemed to be that of the originator if it was sent: (a) by a person who had the authority to act on behalf of the originator in respect of that data message; or (b) by an information system programmed by, or on behalf of, the originator to operate automatically.”

The Jordanian legislator addressed this issue in the text of Article (16/A) of the Electronic Transactions Law: “The addressee

¹⁰ Al-Khashrum, op. cit, p 549

¹¹Fathia Qara, F. (1998). *The New Judicial Theory of Apparent Situations*, Mansha’at Al Maaref, Alexandria .
p. 7.

¹² Ahmed Muhammad Mansour, previous reference, pp. 248-249.

¹³ Burhan, S. (2003). *Concluding Contracts in Electronic Commerce, Legal Aspects of Electronic Commerce*, Supreme Council of Culture, 1st edition, Cairo.
p. 109.

¹⁴ Al-Janabahi, M., & Al-Janabahi, M. (2006). *Electronic Contracts*, Dar Al-Fikr Al-Jami’i, pp. 10-11.

¹⁵ Al-Khashrum, op, cit, pp. 549 et seq.

¹⁶ Munir and Mamdouh Muhammad Al-Janabihi, previous reference, p. 133.

is entitled to regard the message as issued by the originator and shall act on such if one of the following conditions is met: 1- If the addressee uses an information system, which he has previously agreed to with the originator for that purpose so as to verify that the originator issued the electronic message. 2- If the message received by the addressee was the result of procedures carried out by a person subordinate to the originator or a person acting on his behalf, provided that this person is authorised to have access to the electronic method used by either one to determine the originator's identity.”

However, The provisions of Paragraph (A) of this Article are not applicable in two cases: first, when the addressee has received a notice from the originator informing him that he did not issue the electronic message. In this scenario, the addressee should act on the grounds that the originator did not issue the message and that the originator shall be liable for any claims before the notice. The second condition is when the addressee knew or could recognise that the originator did not issue the message⁽¹⁷⁾.

Many legal scholars advocate for implementing a legal framework to facilitate verifying contractors' capacity, such as using recognisable indicators, such as trademarks or company logos. On the other hand, there is a proposal for implementing general rules that would enable contracts signed by people not of legal age to be revoked. An additional suggested action is the creation of specialised organisations entrusted with monitoring Internet transactions and using cutting-edge tools, including cryptic codes, to guarantee the legitimacy and integrity of online transactions⁽¹⁸⁾, As shown in the table below:

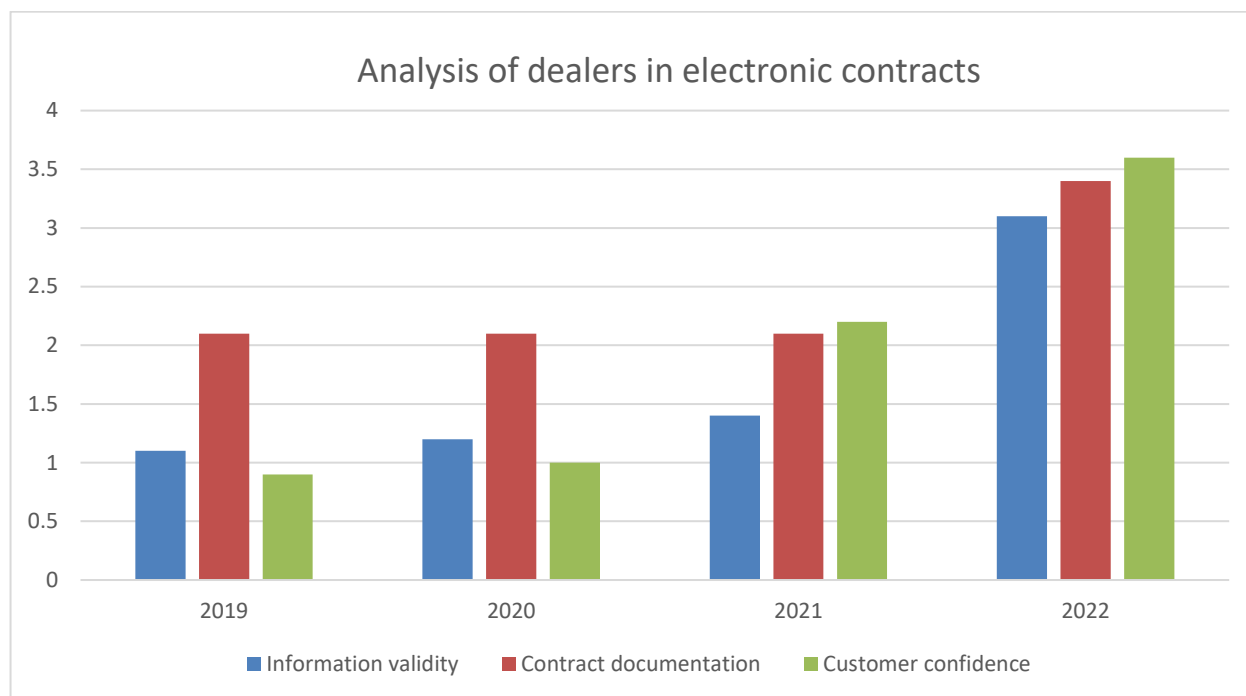


Fig. 1: Analysis of dealers in electronic contracts

4. The impact of lack of capacity on electronic commerce contracts

To deem the electronic contract valid, enforceable and has legal effects, consent (offer and acceptance) must be free of defects, and the contract must be created by a person who possesses full capacity. However, the problem arises when the contractor lacks capacity or dies after the conclusion of the electronic contract.

The existing legislation lacks explicit provisions for scenarios where an individual extends an offer via email before death or before losing legal capacity. Similarly, the legislation does not account for instances where the accepting party communicates acceptance of the offer before their death.

Numerous laws have established that the consent expressed by the parties to a contract continues even after their death or experiences a mental illness led to a lack of capacity⁽¹⁹⁾. This is due to the fact that once the acceptance is declared, the contract becomes legally binding and enters under the provision of regulating other parties' rights. Furthermore, the consent

¹⁷ See Article (15/b) of the Jordanian Electronic Transactions Law No. 85 of 2010 and Article (13/2) of the UNCITRAL Model Law.

¹⁸ Ibrahim, K. (2006). *The conclusion of the electronic contract, a comparative study*, Dar Al-Fikr University, Alexandria, pp. 134-135.

¹⁹ Article (92) of the Egyptian Civil Code.

is regarded as a tangible value that its owner's death or incapacity shouldn't diminish.

Another difference between a binding and a non-binding offer is that a binding offer lapses upon the death or incapacity of the offeror because it is one of the fundamental conditions of the contract, and it cannot bind a deceased person to any obligation. However, if the offer is not binding, it lapses upon the offeror's death and incapacity. Nevertheless, the offer is not affected by whether it is binding because the heir takes the place of the offeror in accepting or eliminating the offer⁽²⁰⁾.

Regarding the acceptor's death or incapacity, we must distinguish whether the acceptor died or ceased to be of full capacity before the offeror was notified about his acceptance or after⁽²¹⁾.

Paragraph 2 of the second Article of the Jordanian Civil Law specifies: "Where there is no statutory provision, the court shall rule according to the most relevant provision of the Islamic Shariah; otherwise, it shall rule according to the principles of Sharia law⁽²²⁾."

One of the most crucial challenges facing the execution of an electronic contract is the death or lack of the capacity of one of the contracting parties; therefore, there is a serious gap in law regarding this issue.

4.1 Legal Nature of Electronic Contracts

The question of whether electronic contracts are bargaining contracts that result from negotiations between the contracting parties or contracts of adhesion has been controversial among legal scholars. The following will cover the nature, characteristics, and applications of adhesion contracts in electronic commerce:

A. The nature of contracts of adhesion

An adhesion contract is a legal agreement drafted by one party, typically who has substantially more power than the other in creating the terms and conditions⁽²³⁾. This implies that the party who signed the contract had no opportunity to negotiate the conditions⁽²⁴⁾ "take it or leave it". It is related to a necessary good or service such as rental agreements, Insurance policies, and online shopping terms and conditions⁽²⁵⁾.

There are two concepts of adhesion contracts: a traditional concept and a modern concept. According to the traditional concept, contracts of adhesion are characterised by three basic things:

- It is related to a good or service necessary for the consumer.
- Competition for this commodity is limited in scope.
- The offer must be directed to the public under the same conditions and unlimited time.

The modern concept⁽²⁶⁾ of contracts of adhesion focuses on the offeror, who has a higher bargaining power and sets the terms and conditions of the contract, not the acceptor. The idea of an adhesion contract was developed to protect the consumer since the contract was drawn up in a way that did not allow him to negotiate its terms.

Article (104) of the Jordanian Civil Law stipulates: "Acceptance in contracts of adhesion shall be by virtue of simple delivery on conditions similar to those made to all his customers by an offeror who does not accept any negotiation about those conditions." Although it recognises contracts of adhesion, the Jordanian legislator permits amending arbitrary conditions or exempting the adhering party. Article (204) of the Civil Code stipulates that "If the contract is made by way of adhesion and contains unfair provisions, it shall be permissible for the judge to vary those provisions or to exempt the adhering party therefrom in accordance with the requirements of justice, and any agreement to the contrary shall be void."⁽²⁷⁾ Article (204) also stipulates, "A doubt shall be resolved in favour of the obligor; Nevertheless, it shall not be permissible to construe ambiguous words in contracts of adhesion in a manner detrimental to the interests of the adhering party."

Accordingly, the court has the authority to amend the condition in a way that eliminates or cancels the unfairness in accordance with what the rules of justice require. As for the legal nature of adhesion contracts, the jurisprudence differed in

²⁰ Obaidat, op. cit, p. 62.

²¹ Al-Attar, M. (2007). *Selling via the Internet, a comparative study*, New University House, Alexandria, 1st edition, pp. 104-105.

²² According to Islamic jurisprudence, the death of the offeror or loss of his legal capacity leads to the termination of the offer.

²³ Al-Nasser, L. (2008). *Contracts of Adhesion, Al-Sharq Al-Awsat newspaper website*, the following website: <http://dcq2007.caua/6log.com/archives/2008/>.

²⁴ Nassif, E. (2009). *International Contracts, Electronic Contract in Comparative Law*, Al-Halabi Legal Publications, Beirut, 1st edition, p. 45.

²⁵ Obaidat, op. cit, p. 34.

²⁶ Ibrahim, op. cit, pp. 60-61.

²⁷ See Article 927 of the Jordanian Civil Law

this regard, with an opinion stating that the adhesion contract arises from the sole will of the offeror. Companies or institutions, like the actual laws, typically impose these conditions on customers⁽²⁸⁾.

Another opinion holds that mass production and mass distribution suggest using model contracts, where their regulation is one-sided and there are harsh one-way penalty clauses⁽²⁹⁾. Therefore, consumer protection in adhesion contracts is achieved by strengthening the weak side through economic means that bring consumers and their cooperation in confronting the arbitrariness and monopoly practised by the powerful party⁽³⁰⁾.

A contract of adhesion should fulfil the following requirements under the Jordanian law which are the followings:

1. The contract must be related to providing services or necessary needs to all consumers within a specific time, including water, electricity, transportation, telephones, and insurance⁽³¹⁾.
2. This service should be provided only by an offeror with a legal or economic position as he enjoys a legal or actual monopoly. That competition is non-existent in most cases, as the conditions related to this service are the same as in insurance contracts and banking operations⁽³²⁾.
3. The offer is presented continuously to all people, in one manner, with one condition, and on an ongoing basis. It is printed with detailed conditions that cannot be discussed.

B. Contract of adhesion in electronic commerce contracts

In this section, we will talk about the availability of what has been discussed regarding the contract of adhesion in electronic commerce contracts and the opinions that have spread on this subject as follows:

4.2 Do contracts fall within the contract of adhesion

There are differing views on what constitutes contracts of adhesion; some claim that e-contracts are in this category. Such contracts put stringent conditions on the beneficiary that cannot be negotiated or changed. According to this viewpoint, there is no room for negotiation⁽³³⁾ between the supplier of the goods and the buyer because the offer in an electronic contract is seen as a broad offer made to the general public⁽³⁴⁾. Supporters of this point of view contend that when certain conditions are met, such as the necessity and monopolisation of the commodity, adhesion principles apply to electronic contracts⁽³⁵⁾. The terms of the agreement become non-negotiable and take on the features of adhesion contracts once these requirements are satisfied⁽³⁶⁾.

However, we support this opinion because it is consistent with the text of Article (104) of the Jordanian Civil Code, which states: “Acceptance in contracts of adhesion shall be by virtue of simple delivery on conditions similar to those made to all his customers by an offeror who does not accept any negotiation about those conditions,” and therefore, the electronic contract is a contract of adhesion.

4.3 Electronic contracts are subject to bargaining:

Those who hold this opinion consider electronic contracts to be bargaining contracts since the parties have the freedom to agree or reject any contract clause established by the offeror⁽³⁷⁾. The offeree has the right to choose the appropriate party to provide the service, meaning consent prevails in electronic contracts.

5. The electronic contract is established upon the method used when contracting:

The electronic contract is either a bargaining contract or a contract of adhesion. This is determined by the method used when signing the electronic contract. When the contract is concluded electronically, it is considered a bargaining contract since the parties negotiate the terms, and the offeree can freely agree or reject any contract terms. Therefore, concluding a contract through these means is considered a bargaining contract⁽³⁸⁾.

²⁸ Theeb, A. M. (2007). Compliance and Bargaining in Electronic Contracts, *Mu'tah Journal for Research and Studies*, Volume 22, Issue 2, p. 49.

²⁹ Al-Tahami, S. (2008). *Contracting via the Internet “A Comparative Study”*, Dar Al-Kutub Al-Qawaniyya, Egypt, p. 195.

³⁰ Nidal Ismail Barham, previous reference, p. 143.

³¹ Theeb, op.cit, p. 53.

³² Aladdin, p. 53.

³³ Nassif, E. (2008). *Determining Jurisdiction and the Applicable Law in E-Commerce Disputes*, Publications of the Union of Arab Banks, Volume 1, p. 45.

³⁴ Sameh Abdel Wahed El-Tohamy, previous reference, p. 196.

³⁵ Munir Muhammad al-Junabihi, and Mamdouh Muhammad al-Junabihi, previous reference, pp. 181-184.

³⁶ Nassif, op. cit, p. 46

³⁷ Burhan, op.cit, p. 104., p. 104.

³⁸ ibid

Contracts concluded via the web often use standard form contracts prepared in advance with their terms by the service provider. The consumers cannot obtain the desired product or service except consenting to a contract. So that there is no room for bargaining or negotiating these terms. Therefore, the electronic contract is a contract of adhesion.

We believe that most electronic contracts are contracts of adhesion, and they have several advantages. They are effective, and using standardised contracts eliminates the customised agreements and negotiations with specific buyers. They enable the execution of transactions with infinite consumers using a single, consistent process. Mandating arbitration as a form of dispute resolution eliminates expensive processes like two-way communication and negotiation and frequently facilitates enforcement, as shown in the table below:

enforcement, as shown in the table below:

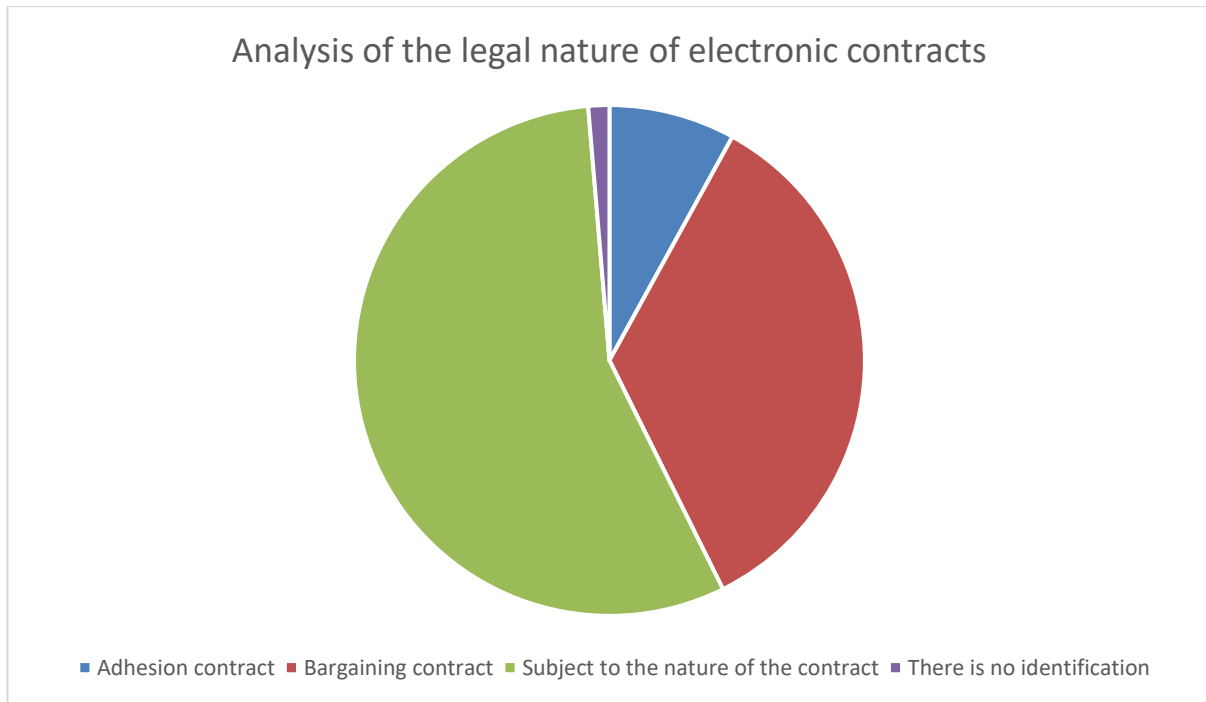


Fig. 2: Analysis of the Legal Nature of Electronic Contracts

5.1 Data collection and data analysis

Every participant in our sample had an equal chance of being chosen for the study because random sampling was used in this investigation. To collect data, a questionnaire was constructed (Table 1) and sent via e-mail to a group of people interested in e-commerce and those working in this field. The questionnaire was initially sent to approximately 100 people, of whom 22 completed the questionnaire and returned it. In this study, a five-items Likert scale can be used to measure the level of satisfaction of the sample participants with the questions under study.

After the primary data was gathered using questionnaires, it was manually entered into SPSS. The following statistical coding of the ranking was done using SPSS: 1 = Strongly Disagree, 2 = Disagree, 3 = Neutral, 4 = Agree, and 5 = Strongly Agree.

Table 1: The questions used in the questionnaire.

Questions	Likert scale				
	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
A1. The existence of laws regulating electronic transactions to protect contractors					
A2. The existence of a special law that regulates the eligibility of parties to an electronic contract					
A3. Intentionally or unintentionally concealing one of the parties' eligibilities does not affect the					

electronic contract					
A4. Easy handling					
A5. Reduce transportation costs to conclude contracts and time saving					
A6. Ease of keeping records due to its ability to document					
A7. Facilitating financial transactions					
A8. It is necessary to find appropriate means to protect private data from hacking					
A9. The existence of a legal framework to facilitate verification of the eligibility of contractors					
A10. Electronic contracts fall within contracts of adhesion					
A11. Cases of fraud or corruption have significantly been reduced since workers cannot collude with clients or other parties to alter financial records.					

The arithmetic mean (weighted mean) of the scale is determined by first determining the length of the period, which is equal to the result of dividing 4 by 5 (equal to 0.8), as 4 represents the number of distances. The distribution for the weighted mean becomes according to the following table:

5.2 The questionnaire's overall results are displayed as follows:

Since they summarize and provide an impression of the data that has been collected for the study, the descriptive statistics included in Table 3 and Figure 1 are included. The most often used answer is indicated by the mean value, which is based on how the answers were coded. The standard deviation row's numbers indicate the degree to which each question's responses deviate from the mean. This provides more evidence of how accurately the mean values match the data. Greater discrepancies and deviance from the mean value of the related question may be indicated by bigger standard deviation values in the sample responses.

From Table 3, it is clear that items A1, A5, A8, A9, and A10 were strongly approved by the sample participating in the questionnaire, while the rest of the items were approved when compared with Table 2.

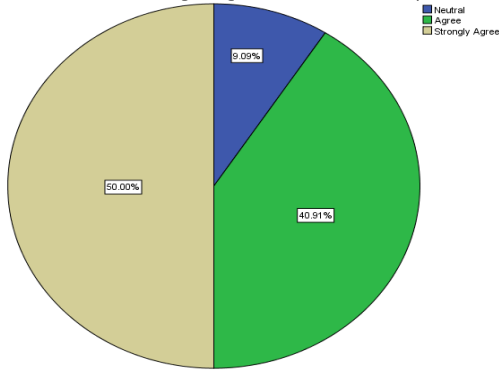
Table 2: The weighted mean of the different ranking for Likert scale

	Mean	Standard Deviation
A1	4.4091	.66613
A2	3.6364	.84771
A3	3.5455	.50965
A4	3.4091	.73414
A5	4.5909	.50324
A6	3.9545	.78542
A7	3.7727	.52841
A8	4.5909	.50324
A9	4.2727	.70250
A10	4.2273	.75162
A11	3.5000	.51177

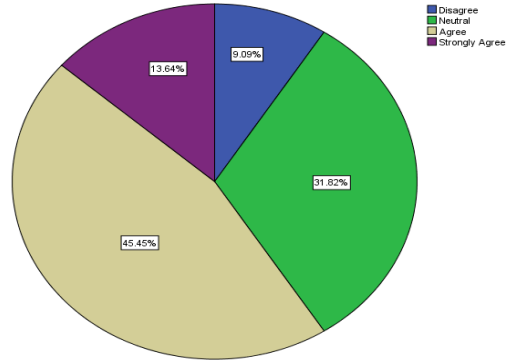
Table 3: The descriptive statistics

Weighted mean
<i>From 1 to 1.79</i>
<i>From 1.8 to 2.59</i>
<i>From 2.6 to 3.39</i>
<i>From 3.4 to 4.19</i>
<i>From 4.2 to 5</i>

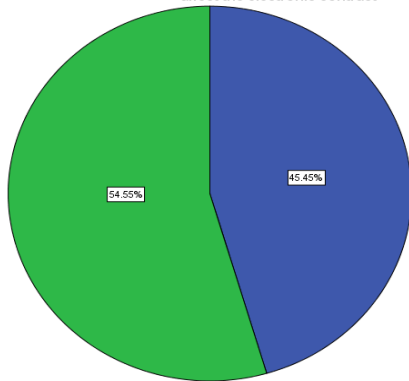
The existence of laws regulating electronic transactions to protect contractors



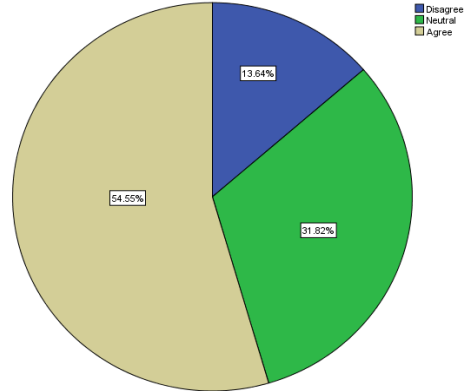
The existence of a special law that regulates the eligibility of parties to an electronic contract



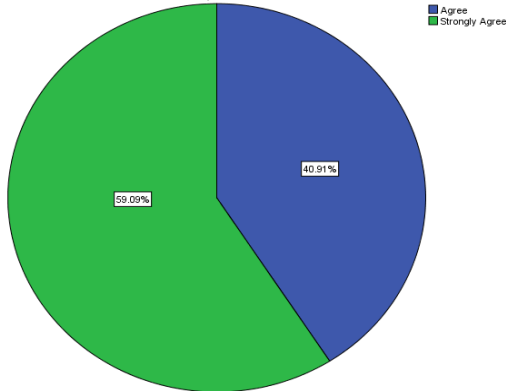
Intentionally or unintentionally concealing one of the parties' eligibility does not affect the electronic contract



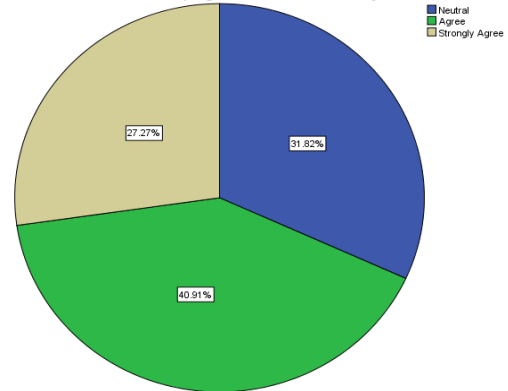
Easy handling and time saving



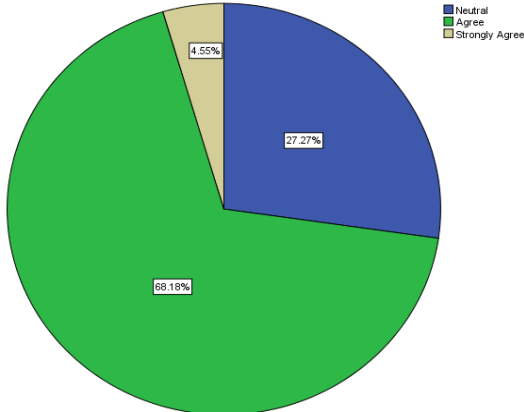
Reduces transportation costs to conclude contracts



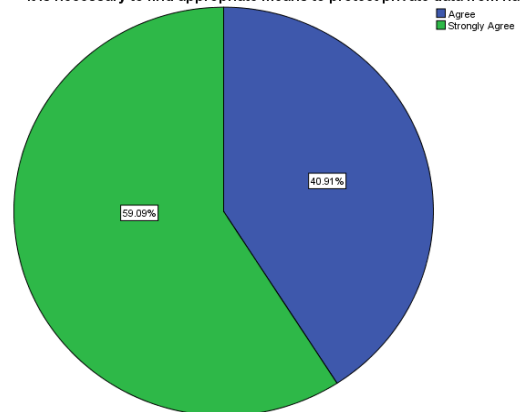
Ease of keeping records due to its ability to document



Facilitating financial transactions



It is necessary to find appropriate means to protect private data from hacking



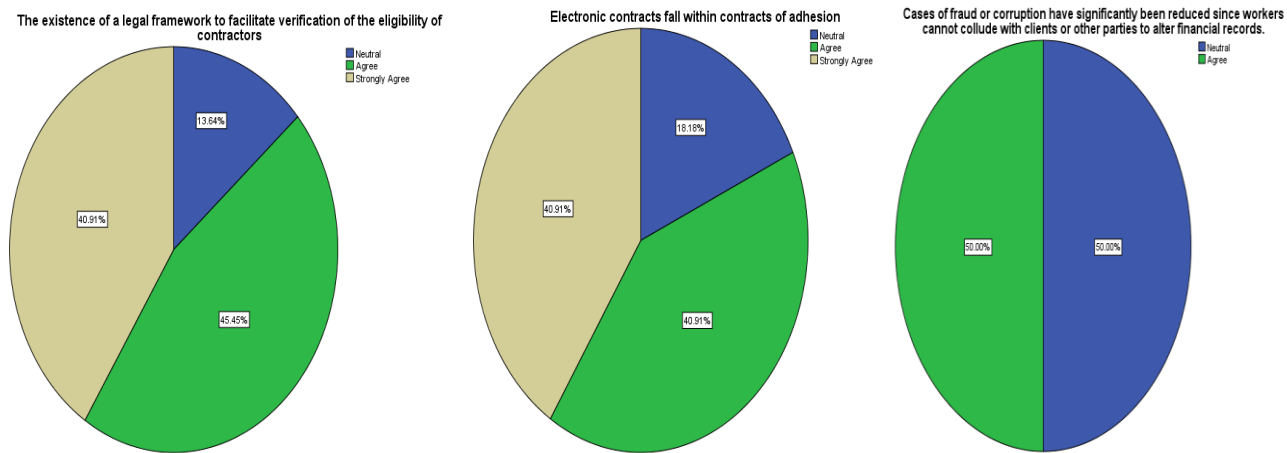


Fig. 3: The pie chart for all questions in this study

6. Conclusion:

The privacy of online contracting that takes place in a virtual environment will make the electronic contract international in nature. Where, in most cases, one of the parties is a foreigner. The offer in e-commerce contracts is not specific to a specific geographical area. The merchant may resort to providing services across countries to meet that region's needs or expand his trade, which may be linked to the political and social conditions in the country of the producer and consumer. Therefore, it is necessary to develop legal texts related to electronic commercial contracts to protect the rights of the contracting parties.

The research concluded the following:

1. The electronic contract is based on the general rules regulating traditional contracts regarding the contracting parties, the subject and the procedures. Still, it differs in that it is concluded via the Internet.
2. The offer in electronic commerce contracts is adhesive, dictated by one party in a transaction, typically the one with a markedly stronger bargaining position. And he can specify a spatial and temporal scope for his offer.
3. Electronic contracts are contracts of adhesion, with the consumer being the weak party in the contractual relationship.

Recommendations:

At the end of this research, we suggest developing legislation pertaining to the establishment of electronic contracts, such as adding the following phrase to the end of the text of Article (93) of the Jordanian Civil Law to be as follows: "The expression of consent is considered valid if it is issued by telex, fax, or the Internet ". We also recommend considering silence as an indication of acceptance in electronic contracts. Minors frequently enter into binding sales contracts and transactions which expose them to legal liability; therefore, we suggest considering any online transactions made by people who lack the capacity to be liable for their actions, especially if they intentionally misrepresent their age.

References:

- [1] Al-Manzalawi, S. (2020). *The Law Applicable to Electronic Commerce Contracts*, Dar Al-Nahda, Cairo.
- [2] Al- Attar, M. (2017). *Selling via the Internet, a comparative study*, New University House, Alexandria, 1st edition.
- [3] Burhan, S. (2013). *Concluding Contracts in Electronic Commerce, Legal Aspects of Electronic Commerce*, Supreme Council of Culture, 1st edition, Cairo.
- [4] Dudin, B. (2016). *The Legal Framework for the Contract Concluded via the Internet (According to the Electronic Transactions Law and Dealing with the General Theory of the Civil Legal Contract)*, Amman Culture House.
- [5] Al-Hakim, A. (2017). *Al-Mawjiz fi Sharh Al-Civil Law*. Sources of Obligation, Comparative Law Library, Baghdad.
- [6] Ibrahim, K. (2016). *The conclusion of the electronic contract: A comparative study*. Dar Al-Fikr University, Alexandria.
- [7] Al-Janabahi, M., & Al-Janabahi, M. (2018). *Electronic Contracts*, Dar Al-Fikr Al-Jami'i.
- [8] Al- Khashrum, A. (2015). Mutual consent in electronic commerce contracts via the Internet under the provisions of Jordanian law. *Yarmouk Research Journal, Humanities and Social Sciences Series*, Volume 3, Issue 5.

- [9] Al-Nasser. L. (2018). *Contracts of Adhesion*, *Al-Sharq Al-Awsat newspaper website*, the following website: <http://dcq2007.caua/6log.com/archives/2008/>.
- [10] Nassif, E. (2018). *Determining Jurisdiction and the Applicable Law in E-Commerce Disputes*, Publications of the Union of Arab Banks, Volume 1.
- [11] Nassif, E. (2019). *International Contracts, Electronic Contract in Comparative Law*, Al-Halabi Legal Publications, Beirut, 1st edition.
- [12] Nassif, H. (2021). *Protecting the Contracting Person in Good Faith with the Possessor of the Apparent Status, "Replacing the Law of the Place of Conclusion with the Personal Law,"* Dar Al-Nahda Al-Arabiya, Cairo.
- [13] Obaidat, Y. (2009). *Sources of Commitment in Civil Law (A Comparative Study)*, Dar Al Masirah for Publishing and Distribution, 1st edition, Amman.
- [14] Qara, F. (2019). *The New Judicial Theory of Apparent Situations*, Mansha'at Al Maaref, Alexandria.
- [15] Sultan, A. (2016). *General Legal Principles*. Dar Al-Nahda for Printing and Publishing, Beirut.
- [16] Al-Tahami, S. (2018). *Contracting via the Internet "A Comparative Study"*, Dar Al-Kutub Al-Qawaniyya, Egypt.
- [17] Theeb, A . M. (2017). Compliance and Bargaining in Electronic Contracts, *Mu'tah Journal for Research and Studies*, Volume 22, Issue 2.
- [18] Essa Smadi¹, Mohammad Shafiq Al-Freihat, Muntaser Ahmad Alqudah, Mamoon Suliman Alsmadi⁽²⁰²⁴⁾ Bank's Liability in Electronic Fund Transfers and its Legal Effects *Pakistan Journal of Criminology* Vol. 16, No. 01, January—March 2024 (605-624)

Laws:

The Egyptian Civil Code.

The Jordanian Civil Code.

The Jordanian Electronic Transactions Law No. 85 of 2010 and Article (13/2) of The UNCITRAL Model Law.