

الاختصاص القضائي في جرائم التجارة الالكترونية في التشريع الجزائري



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The offences related to the Internet in general and electronic commerce in particular are among the most serious crimes that raise the issue of jurisdiction, as these crimes are carried out in a virtual environment by acts committed by persons outside the borders and anonymous, which put many legal problems in the application of standards of personal and regional jurisdiction on these crimes. In the Algerian electronic commerce law 18/5/05 on the one hand and the inadequacy of national and international legislation in international cooperation on the other hand, in accordance with new principles and standards that deal with the jurisdiction of criminal justice to combat these crimes similar to traditional standards that have become incapable of Interface of E-commerce crimes.

Keywords: Offences; E-commerce; jurisdiction; E-consumer; international cooperation...

ملخص:

الجرائم المتعلقة بالانترنت عامة وبالتجارة الالكترونية خاصة هي من أكثر الجرائم التي تثير مسألة الاختصاص القضائي، كون هذه الجرائم تتم في وسط افتراضي بأفعال مرتكبة من قبل أشخاص خارج الحدود ومجهولي الهوية، الامر الذي وضع العديد من الاشكالات القانونية في تطبيق معايير الاختصاص الشخصي والاقليمي على هذه الجرائم في قانون التجارة الالكترونية الجزائري 05/5/18 من جهة وقصور التشريعات الوطنية والدولية في التعاون الدولي من جهة أخرى، وفقا لمبادئ ومعايير جديدة تعالج اختصاص القضاء الجنائي لمكافحة هذه الجرائم على غرار المعايير التقليدية التي أصبحت عاجزة عن مواجهة جرائم التجارة الالكترونية.

كلمات مفتاحية: جرائم، تجارة الكترونية، اختصاص، مستهلك الكتروني، تعاون دولي...

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Introduction:

The emergence of the Internet resulted in the spread of E-commerce, which arose from the convergence of vendors' offers with the buyers' orders via Internet, where goods and services that were offered in the physical world, became available in a virtual world described as a geographically unspecified medium, and does not belong to a specific region, which raised the problematic of jurisdiction in E-commerce offences.

The special nature of this type of offences requires an exceed of traditional standards in order to overcome the problematic of multiple jurisdiction, and so considerations imposed by its advanced technical nature, making international cooperation an essential tool to strengthen coordination between States in the judicial sphere to ensure effective fight against this type of crime, since no country lonely can successfully confront

these newly created patterns without cooperation, coordination and strengthening mechanisms to prevent criminals to benefite from the deficit and inadequacy of domestic legislation on the one hand and the absence of international coordination that addresses ways to confront these offences on the other hand, thus no country can face cybercrime.

Therefore, the Algerian legislator issued a law related to the regulation of E-commerce, in 2018, in order to fill the gap in the national legal arsenal in the field of contracts between the buyer and seller via E-communication, consumer protection as the weak party in this contract, and the problematic of jurisdiction posed by these offences, which exceed the states judicial abilities.

Before raising the question of the applicable law in E-transactions to settle litigation related to E-commerce, we have to know *what are the legal problematics of jurisdiction to combat offences related to E-commerce under law 18/05?*

To answer the above-mentioned problematic, we relied on a descriptive and analytical method to legal materials related to E-commerce, whether in the Algerian legislation, or in other laws governing trade as a comparative approach, outlining the research into main chapters, the scope of territoriality for E-commerce offences in Law 18/05 (**first**), and the cybercrime jurisdiction *ratione materiae* in The Algerian legislation (**second**).

Chapter One: The scope of territoriality for E-commerce offences in Law 18/05:

The national criminal judge is competent to consider the crime committed in Algeria, in accordance with article 37 of the

Algerian Code of Criminal Procedure. This article clarifies the competency of the criminal judge to consider the crime committed in The Algerian territory according to the crime scene (*locus delicti*), the accused residence or the place where the accused was arrested.⁽¹⁾ Offences committed on the Internet are characterized by their international dimension and their effects that extend to more than one country in most cases.⁽²⁾ The Algerian legislator has dealt with the competence in cybercrime in general according to the provisions of articles 582 and beyond of the Code of Criminal Procedure, where these articles clarified the competence of the Algerian criminal judge to consider the computer crime committed in the Algerian territory in accordance with the principle of territoriality, and committed overseas by an Algerian national or a foreigner to an Algerian nationality according to the principle of personality, and the principle of real competence if committed by a foreigner overseas⁽³⁾ and affected the Algerian interests.⁽⁴⁾

Law 18/05 on E-commerce in Algeria, in its Article 02, stated that the Algerian law applies to electronic commercial transactions when one of the E-contract's parties to be :⁽⁵⁾

- Of Algerian nationality, or legally resident in Algeria.
- A legal person subject to The Algerian law.
- The contract is being concluded or executed in Algeria.

In analyzing article 02, it can be said that the Algerian legislator has limited the criminal jurisdiction of the offences mentioned in the E-commerce law to personality and territoriality principles of criminal text, as follows:

1.1. Active personality principle:

The active personality (nationality): A state has a fundamental right to apply its laws to prosecute illegal conduct

committed by its citizens overseas. It allows State to legislate regulating the conduct of its citizen overseas.⁽⁶⁾

This means that the criminal legislation in E-transactions is linked to the perpetrator nationality, so, the domestic law pursues citizens wherever they are found to govern their criminal acts committed overseas.⁽⁷⁾

According to the Algerian Code of Criminal Procedure, the criminal jurisdiction is applied to any felony or misdemeanor committed by an Algerian outside the territory of the Republic or committed against an Algerian by a foreigner outside the national territory,⁽⁸⁾ but the implimentation validity of this principle depends on some important conditions:

The committed crime must be a felony or misdemeanor under Algerian law, and a felony or misdemeanor under the law of the State where the crime is committed, which excludes infractions from the application of the personality principle, i.e, in order to punish an Algerian who committed a crime outside the Algerian territory in accordance with penal laws, the act should be punishable in that foreign country, since personality principle is a precautionary source of pursuit after territoriality principle.⁽⁹⁾

For instance, if E-advertising is not punishable in a country, and punishable by the Algerian legislator in the text of article 40 of Law 18/05, the Algerian who commits this crime on the territory of this foreign country is not subject to the Algerian criminalization law, because this crime is not punishable in the foreign state, because it is unreasonable to be punished for an act committed overseas where it is legal.

The first problematic with the jurisdiction of offences in E-transactions, is the fact that the offences mentioned in Law 18/05 are contraventions punishable by fines.⁽¹⁰⁾

Considering offences as contraventions is based on several grounds, the most important of which is the departure of the Algerian legislator from the criterion of types of crimes in article 05 of the Algerian Penal Code,⁽¹¹⁾ however, the Algerian legislator has broken this rule in many criminal laws, in terms of fines or imprisonment in misdemeanors, such as aggravating the penalty for more than five years in the fight against smuggling law, for example,⁽¹²⁾ also the criterion of aggravating fines in contraventions is mentioned in many laws such as labor legislation and most legislation related to economic crimes.

This opinion can also be supported by referring to chapter under which the contraventions related to E-commerce fall, and compared with some other commercial laws, which came under the title: «Crimes and Punishments»,⁽¹³⁾ but the draft of the Algerian E-commerce law mentioned the offences related to this matter address the title «Contraventions and Penalties».

It is noteworthy that the penalty for violating them is purely financial penalties, unlike other commercial laws that protect the consumer, especially Law 04/02 on business practices,⁽¹⁴⁾ which established criminalization and punishment under the title «Contraventions and Penalties»; law 09/03 on consumer protection and fraud suppression also established criminalization and punishment under the title «Contraventions and Penalties »,⁽¹⁵⁾ both of which stipulate penalties depriving of liberty in addition to fines in «Sanctions' Chapter», i.e the punishment of crimes in the law 15/08 on E-commerce, which is a financial sanctions, didn't include penalties depriving of liberty, a proof that the description of these crimes is contraventions.

However, this does not negate the possibility of classifying the penalties in Law 18/05 as taking the description of

misdemeanors as of the value of the fine therein exceeded the limit mentioned in Article 05 of criminal code, because the Algerian legislator directed to apply financial penalties in economic offences instead of negative ones, because of the effectiveness of these penalties in commercial offences, and achieving the purpose of the punishment.⁽¹⁶⁾

Thus, we can find an ambiguity or an explicit conflict between the article 02 of Law 18/05 and articles 582, 583 and 588 of the Algerian Code of Criminal Procedure, which defines the scope of application of personality principle; so if offenses in E-commerce law are to be described contraventions, they are excluded from personality principle since this principle applies to crimes committed by an Algerian or against an Algerian in the territory of a foreign country, only in felonies and misdemeanors.

If we consider the offences mentioned in Law 15/08 to be described misdemeanors and are subject to personality principle in both its positive and negative aspects, the question arises: How criminal jurisdiction could be activated according to personality principle to combat these offences? Especially since this law didn't mention the international cooperation at all, and even if the national jurisdiction is held, so the problem of its activation through the extradition system, which requires negative penalties, incompatible with this type of crime that carry only financial penalties.⁽¹⁷⁾

1.2. The territorial Competence in E-commerce Offenses:

The Algerian legislator has addressed the territorial or local jurisdiction over ordinary offences through the tripartite rule, where jurisdiction rests either with the court of crime scene, the court of domicile of the offender or the court of the place where the offender or one of his partners is arrested.⁽¹⁸⁾

The application of traditional rules defining the standards of jurisdiction does not correspond to the nature of cybercrime,⁽¹⁹⁾ as it is difficult to determine the crime scene, because the special nature of this category of new offences require to exceed traditional standards, which makes it difficult to be applied to cybercrime considering that they are incompatible with crime scene in the virtual world and don't recognize the geographic and political boundaries of states or their sovereignty, so that the geographical boundaries have lost all trace in this complex space of relations, and we are thus facing transnational offences taking place in a space.⁽²⁰⁾

The complex E-network is infinite of incarnations and invisible available to anyone around the world and does not belong to any government authority, in which the behavior committed exceeds the place in the traditional sense ; it has a real and realistic but not specific place, so it can be said that the rules of jurisdiction in the Code of Criminal Procedure have been drafted to define jurisdiction over spatially identifiable offences and therefore should not be enforced in respect of cybercrime whose crimes scene remains difficult to be determined which requires finding procedural rules governing its jurisdiction⁽²¹⁾ in proportion to its particular nature.

However, these various standards remain largely traditional, both domestic and extraterritorial, where new standards have emerged that go beyond these limits, mainly linked to certain target groups. Even the Budapest Convention on Cybercrime,⁽²²⁾ as the international framework or reference that can be used when it comes to cybercrime, has procedural rules relating to jurisdiction through Article 22,⁽²³⁾ on controls on the applicability of cybercrime, which sets out a set of standards

under which the Contracting Parties coordinate the limits of their powers with respect to the offenses set forth in the Convention, however it didn't find a solution to jurisdiction problem as it provided standards that were originally traditional in comparison to the nature of cybercrime.⁽²⁴⁾

However, with reference to the Algerian E-commerce law, we find that it has created new standards for local jurisdiction in general and the crime scene in particular, through the legislative texts governing and regulating it, in accordance with the provisions of article 02 of Law 15/08 above, it dealt with in accordance with the local jurisdiction rules: "The Algerian law shall be applicable in commercial E-transactions if the contract is concluded or executed in Algeria."⁽²⁵⁾ This raises a set of difficulties, especially since the cybercrime scene, which is always in the intangible virtual environment is different from the traditional crimesscene (physical world), and the place of implementation of commercial E-contract, in turn, raises a set of problematics?

1.2.1. The place of commercial E-contract conclusion:

The conclusion place of E-contract is specific to the nature of the E-environment on the one hand and the international character of these contracts on the other, which makes it difficult to determine where to send and receive the message, **ie**, whether the contract is concluded at the place of residence of the consumer, or the place where the offeror received consent, or the place of the data processing system.⁽²⁶⁾

The Algerian legislator regulated the place of conclusion of the contract in Article 67 of the Algerian Civil Code, which states: "Unless otherwise agreed or stipulated, the contract between

absentees is deemed to be concluded in the place and at the time the offeror has taken note of the acceptance."⁽²⁷⁾

By examining the content of this article, we find that the Algerian legislator has adopted the theory of «Acceptance Knowledge»,⁽²⁸⁾ which is that the contract is concluded in the place and time when the E-supplier receives the offeree acceptance (E-consumer), even without content,⁽²⁹⁾ **ie** in E-contracts, the contract is considered to be held at the moment the electronic acceptance letter enters the supplier's inbox, even if it is not viewed or opened.⁽³⁰⁾

Accordingly, the Algerian territorial criminal jurisdiction in the offences of Law 18/05 is held if the place where the E-consumer received a letter stating acceptance of the E-contract, **ie** the place of the E-contract conclusion. As noted earlier, it's difficult to determine the E-contracts conclusion place, so, reliance on the place where to receive the E-consumer message from the E-supplier as a place to adopt territorial jurisdiction, may be contrary to practical reality, where it is possible that the E-supplier has receives the acceptance message on his computer or smartphone in a place far from work.

To address these problematics, some jurisprudence has tended to require individuals to explicitly agree on the contract conclusion place through the establishment of contractual conditions stating that the contract would be concluded in a specific place, which was included in article 13 of law 18/05 stipulating that the E-contract should contain a set of information, including: "the competent judicial authority to the litigation."⁽³¹⁾

The Algerian legislator, through extrapolation has found provisions contravening the aforementioned article 11 concerning the information to be contained in the E-contract⁽³²⁾ in which the

E-supplier is responsible civilly and not criminally enabling the E-consumer to invalidate the contract and compensate for the caused damage, on the basis «*pacta sunt servanda*» and the failure to set conditions for the contract, which the legislator has previously established, shall not be held liable for, contrary to the E-commercial offer organized by the Algerian legislator in article 11 of Law 18/05, to which the legislator provided criminal protection for infringing the information that must be contained in the E-commercial offer,⁽³³⁾ but did not set explicit rules to regulate the place and time of the contract, and therefore if individuals do not agree to appoint the competent court or the E-contract conclusion place, they're required to consider the E-supplier work site as a conclusion place.⁽³⁴⁾

1.2.2. The commercial E-contract fulfillment place:

The implementation of E-commerce contracts varies depending on the contract place, thus there are contracts concluded via Internet, but the contractual execution is done outside it, since the goods nature of the E-contract requires physical delivery, such as contracts for the purchase of clothing...⁽³⁵⁾ thus, the jurisdiction of the Algerian judiciary in commercial E-transactions in which the physical delivery of goods in Algeria is very clear and does not raise any legal problems in accordance with the provisions of Article 02 of Law 15/08, whether in whole or in part.

However, the implementation place has raised many legal problematics and difficulties, for contracts concluded and executed via Internet such as contracts for software downloads, purchase of E-books...⁽³⁶⁾ these contracts are implemented in a virtual environment without a real presence of physical delivery.

Part of the jurisprudence is that there should be a set of standby competence rules to provide for the jurisdiction of the E-consumer site, based on the position of the Model Law on E-Commerce in Article 15 "If the settlor or addressee does not agree otherwise, it is considered that the data message was sent to the place where the settlor or addressee headquarter is located."⁽³⁷⁾

However, the Algerian legislator has dealt with these forms of competence in Article 02 of Law 15/08 so as to establish an explicit legal rule stating the jurisdiction of the Algerian courts if the contract is enforced in Algeria, but part of the jurisprudence has argued that it is better to the parties to E-contracts to determine explicitly the implementation place in the contract, especially as some legislation has established this rule in its legislative laws. However, if individuals do not explicitly agree on the execution place, the judiciary should try to disclose the real place where the execution files were received, and the resulting difficulties especially in contracts for housing website,⁽³⁸⁾ therefore, it is preferable that the parties always determine the commercial E-contract implementation place in their contracts.

Chaper two: Jurisdiction *ratione materiae* in E-Commerce Offences

Originally, the body responsible for investigating, upon its completion, refers the case to the competent authority or court for adjudication, which is known as the stage of final investigation or trial. After factual and legal truth, and then adjudicating the subject of public action, either by acquittal or conviction.

Therefore, the protection of E-commerce at this stage is subject to some difficulties, due to the different procedures and texts that authorize the jurisdiction of the authorities in charge of considering E-commerce offences. Procedural provisions provide

protection against E-commerce offences and are often considered to be cybercrime as a new type subject to special regulation and texts.⁽³⁹⁾ The Algerian legislator, in law 18/05, regulated domestic jurisdiction only for the consideration of these offences, without mentioning jurisdiction *ratione materiae*, which is the jurisdiction of the court according to the type of crime attributed to the accused.

Criminal courts are multiple; The legislator assigned each one the power to try a particular type of crime⁽⁴⁰⁾; the legislator has considered the gravity of the punishment as a criterion for the division of offences according to article 27 of the Algerian Penal Code, where the legal description of the crime does not change if mitigating circumstances or exempted excuses are enforced, as for E-commerce offences, the legislator did not clarify the qualification whether misdemeanors or contraventions as we mentioned earlier, being punishable by fines exceeding the limits of Article 05 of the Algerian Penal Code.

By referring to the provisions of articles 37 to 48 of Law No.18/05, we note that they are offences punishable by fines and according to the Algerian judicial organization, the misdemeanors and contraventions Court is competent to deal with cybercrime offences, and as long as the special law 15/05 does not provide provisions indicating the uniqueness or the allocation of specialized courts to settle E-commerce disputes, the misdemeanors and contraventions Court remains legally empowered to adjudicate transactions offences.

This raises a lot of difficulties for the judges in these courts when considering any of the offences mentioned in the E-commerce law 18/05, due to the lack of experience in electronic matters for lack of specialization in the judicial reality on the one

hand, and because these offences have an economic particular nature, so the criminal judge must be competent in economic offences⁽⁴¹⁾ on the other.

Compared with other legislation, we find for example the Egyptian one has provided for commercial E-transactions in the E-signature law No.15 of 2004,⁽⁴²⁾ the Egyptian legislator determined that this law is competent to hear the offences stemming in kind and place, namely only economic courts, and these courts are competent to hear the offences provided for in E-Signature Regulation Law.

In our view, the Egyptian legislator, when he allocated economic courts to deal with emerging offences regulated by E-Signature Law, intended to create a kind of specialized judiciary with technical expertise and high efficiency, which enables him to examine E-cases and means of committing cybercrime, which revolves in a virtual world that lacks material element in many aspects, and this is an excellent legal trend followed by the Egyptian legislator.⁽⁴³⁾

Therefore, in our assessing, the Algerian legislator should create and establish criminal courts specialized in cybercrime in general, including E-commerce offences, which require special expertise from the judiciary to deal with starting from the judicial officers, those whether mentioned in the Code of Procedure or those charged with following up E-commerce offences, who are the agents belonging to common body belonging to the departments in charge of trade, in accordance with the provisions of Article 36 of the aforementioned law 18/05, passing the investigating judges and ending with the site judges, in order to give E-commerce its right to protection, continuity and growth,

right up to give the consumer confidence in the digital economy.⁽⁴⁴⁾

Conclusion:

Consumer protection remains an important priority in all E-transactions, in particular via criminalization of various forms of violations of E-commerce, which were regulated by the Algerian legislature in special texts, provided for by Law No.18-05.

The issue of jurisdiction in E-commerce offences is one of the most controversial issues, given the special nature of these offences, as they are committed through electronic media, these special means change the nature of the place, where the latter is focused on E-transactions.

Since the application of the general provisions of jurisdiction has become traditional and can't fit to combat these crimes, the Algerian legislator added special provisions introduced in Law 18/05 to consider those offences ; thus article 02 stipulates that the Algerian law should be applied in accordance with personality principle, and the application of territoriality principle when the contract conclusion or implementation place is in Algeria.

To his credit, The Algerian legislator took a position in regulating the jurisdiction of these offences, but the actual application of these provisions raises many legal problematics that make some rules of jurisdiction rigid, and unable to cope this type of crime, since it is difficult to determine the consumer nationality, the E-supplier sometimes and the place and time of the commercial E-contract conclusion, and therefore we recommend:

- Developing bilateral and international agreements in order to combat the criminality in E-commerce, by determining the

applicable law in E-transactions and determining the commercial E-contract conclusion and implementation site.

- Application of personality principle mentioned in article 02 of Law 18/05 and removing the conflict between it and articles 528 and 583 of the Algerian Code of Criminal Procedure.
- Amending Article 39 of Law 18/05 in order to protect the information in the E-contract.
- Amendment of the E-Commerce Law 18/05 based on the customs and usages of international E-commerce.
- The provision of the punishment to blocking websites for foreign E-supplier in the case of committing E-commerce offences and informing him, in the conciliation proceedings, that his website would be blocked in the Algerian territory, as an effective way to combat these offences.

End notes:

(1)- See: Article 37 of Ordinance No. 66/156 of June 08, 1966, containing the Algerian Code of Criminal Procedure, amended and supplemented

(2)- See Matthew R. Zakaras, *international computer crimes*, *Revue internationale de droit pénal* 2001/3-4 (Vol. 72), pages 813 à 829

(3)- Joseph Henry Beale, *The Jurisdiction of Courts over Foreigners*, *Harvard Law Review*, Vol.26, No.3, Jan., 1913, pp. 193 and beyond.

(4)- See article 588 of *The Algerian Code of Criminal Procedure*.

(5)- Law 18/05 of May 10, 2018, on E-commerce in Algeria, *Official gazette* no.28, May 16th, 2018.

(6)- Absar Aftab Absar, *Jurisdiction active and passive personality, protective principle and universal jurisdiction*, Mar 26, 2014, on education at:

<https://www.slideshare.net/absarftababsar/jurisdiction-active-and-passive-personality-protective-principle-and>

(7)- See Geoffrey R. Watson, *The Passive Personality Principle* 28 TEX. INT'L L. J. 1, 1993, p.02.

(8)- See articles 582, 583 and 588.

(9)- The Greek Penal Code utilizes this principle by limiting it to certain classes of crimes; felonies and misdemeanor The Italian penal Code applies this principle to offenses for which the maximum penalty is one year of imprisonment, see Sanjana Sahu, *Passive Personality Principle: An Overview*, Academike, February 6, 2015.

(10)- See Articles 37-38-39-40-41-44 of Law 18/05 on E-commerce.

(11)- See Decree 66/156 of July 08, 1966, related to the Algerian Penal Code, amended and supplemented

- See also Paul Bergman, *Felonies, Misdemeanors, and Infractions: Classifying Crimes*, on:

<https://www.nolo.com/legal-encyclopedia/crimes-felonies-misdemeanors-infractions-classification-33814.html>, last update November 23rd, 2019.

(12)- See Ordinance 05-06 of August 23, 2005, containing the Fight Against Smuggling Law.

(13)- National People's Assembly, Eighth Legislative Period, Ordinary Parliamentary Session 2017/208, Committee on Economic Affairs, Development, Industry, Trade and Planning, Draft Law on E-commerce, p.06.

(14)- See: Law 04/02 of 23 June 2004, defining the rules applicable to business practices.

(15)- See: Law 09/03 of February 25, 2009, on Consumer Protection and Fraud Suppression.

(16)- See OECD, *best practice in consumer policy, Report on the effectiveness of enforcement regimes*, December 20th, 2006, doc. No. OECD/OCDE 2006.

(17)- See United Nations Office On drugs and Crime, *Manual on Mutual Legal Assistance and Extradition*, New York, 2012.

(18)- See articles 37 and 40 of *The Algerian Code of Criminal Procedure*.

(19)- See Önder Kutay Şeker, *International Regulation of National Cybercrime Jurisdiction*, master thesis, Tilburg University, Netherlands, 2012.

(20)- For details see United Nations Office on Drugs and Crime, *The Globalization of Crime A Transnational Organized Crime Threat Assessment*, Vienna, 2010.

(21)- Jan Kleijssen and Pierluigi Perri, *Cybercrime, Evidence and Territoriality: Issues and Options*, *Yearbook of International Law* 47, Netherlands, 2016, DOI 10.1007/978-94-6265-207-1_7.

(22)- The Convention on Cybercrime, also known as the Budapest Convention on Cybercrime, came into force on July 1st, 2004.

(23)- Each Party shall adopt such legislative and other measures as may be necessary to establish jurisdiction over any offence established in accordance with Articles 2 through 11 of this Convention...

(24)- See Council Of Europe, *explanatory Report – ETS 185 – Cybercrime (Convention)*, *European Treaty Series - No. 185*, Budapest, June 23rd, 2001.

(25)- Article 02 of Law 15/08

(26)- Akshay Sharma, *Jurisdictional issues of E-commerce and consumer protection*, *National Conference on Consumer Protection Concerns in Contemporary Era*, 28 mars 2015, on:

<https://fr.slideshare.net/akshayruls111/jurisdictional-issues-of-E-commerceE-and-consumer-protection>

- (27)- Article 67 of Ordinance 75/58 of 26 September 1975, on the Algerian Civil Code, as amended and supplemented.
- (28)- Shawn J. Bayern, *Offer and Acceptance in Modern Contract Law: A Needless Concept*, *California Law Review*, 2015.
- (29)- See Benita Ezeigbo, *E-contracts: essentials, variety and legal issues*, master thesis, Alliance University, Bangalore, India, 2017.
- (30)- See Donal Nolan, *Offer and Acceptance in the Electronic Age*, From Andrew Burrows and Edwin Peel (eds), *Contract Formation and Parties* (OUP 2010) pp.61-87
- (31)- See article 13 of Law 18/05 containing electronic commerce.
- (32)- See articles 14 and 39, *Ibid*.
- (33)- See article 39 of Law 18/05 containing E-commerce.
- (34)- See P. Radha Krishna and Kamalakara Karlapalem, *Electronic Contracts*, *IEEE Internet Computing*, vol.12, July/August 2008, pp.60-68.
- (35)- Benita Ezeigbo, *op.cit*.
- (36)- See Clifford Lynch, *The Battle to Define the Future of the Book in the Digital World*, *First Monday journal*, Volume 6, Number 6-4 June 2001.
- (37)- See article 15 of the UNCITRAL Model Law on Electronic Commerce (1996) of the United Nations Commission on International Trade Law.
- (38)- Contracts in which an information service provider makes entering the website into the online world.
- (39)- ITU, *Understanding cybercrime: Phenomena, challenges and legal response*, September 2012, available online at: www.itu.int/ITU-D/cyb/cybersecurity/legislation.html
- (40)- See articles 248 and 328 of *The Algerian Criminal Procedure Code*.

(41)- Elliott Ash et al., *Ideas Have Consequences: The Impact of Law and Economics on American Justice*, March 2019. Latest version at nber.org/~dlichen/papers/Ideas_Have_Consequences.pdf

(42)- The Egyptian Special Economic Courts were established by Law No. 120 of 2008 containing the Law on the Establishment of Economic Courts published in the Official Gazette on 22/05/2008.

(43)- Ghanem, Mohamed Abdelnaby, *Economic Courts in Egypt; Establishment, Benefits, the Criticism, the Proposals of Developing*, Dar Al Nahda Alarabeah, Cairo, Egypt, 2017. Available at SSRN: <https://ssrn.com/abstract=3187236> or <http://dx.doi.org/10.2139/ssrn.3187236>

(44)- See Frank Alleweldt et al., *Consumer Confidence in the Digital Environment*, European Parliament, Briefing Note, (IP/A/IMCO/FWC/2005-058/lot4/C1/SC2).