

Legal Problems and Challenges Facing Electronic Commerce Contracts and Ways to overcome them in the Jordanian and Comparative Legislatures

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E-commerce is one of the most important pillars in the modern era because of the rapid advancement of the information technology sector, and perhaps e-commerce is one of the most significant technologies for utilising the means of communication to obtain goods and services for the least effort, the lowest cost and the shortest time. Therefore, this research aims to determine the nature of electronic commerce and clarifying the requirement of proof as one of the legal problems faced by electronic contracts, whether electronic writing or electronic signature. On the other hand, this research will focus on the challenges faced by electronic commerce contracts at all levels and solutions proposed in this regard. The research problem indicates that the practical reality of the application of electronic commerce in Jordan is minor in comparison with the developed countries. This research also aims to consolidate the practical concept and overcome the obstacles that hinder the progress of electronic commerce in Jordan by finding appropriate solutions and finding legal means to ensure the safety of transactions and take advantage of the tremendous developments provided by modern technologies of e-commerce operations.

Key words: *Electronic Commerce, Evidence, Electronic Writing, Jordanian Electronic Commerce Laws, Electronic Documents, Electronic Signature, Electronic Crime, French Civil Law.*



Introduction

The rapid and constant development in information and communication technology and the emergence of the Internet led to an increase in the demand for utilising the Internet for performing electronic transactions, especially with the large increase of Internet users in different countries of the world. One of the most important usages of communication technology in the business sector is the implementation of e-commerce.

This development has changed the concept of traditional contracts and the legal relation between the parties of a contract, whether the traders or the consumers, as the distances are no longer an obstacle for the contracting parties to make deals or gain benefits because of their widespread locations around the world.

However, with this considerable expansion of e-commerce many challenges emerged and hindered the progress of e-commerce such as, the legal challenges due to the diversity of the legislation of countries regulating the process of Electronic commerce. Other important reasons are lack of confidence in modern technologies, the nature of consumers and the amount of confidence in this technology. In addition there are some concerns about how to protect consumer's data from piracy over the Internet and how to protect the rights of contractors through the Internet, or prove them.

All the hurdles and challenges should be considered by lawmakers who must find appropriate legal solutions for protecting Electronic contracts and maintain the confidentiality of personal data of the parties because e-commerce is not limited to consumers, but it includes trade exchanges via the Internet between companies as well as countries.

Therefore, the researcher addressed this issue through three sections: the first section was devoted to defining the concept and characteristics of Electronic commerce and its legal nature, the second section, the proof as one of the legal problems faced by the e-commerce contracts and the ways to overcome them, and the third section addressed the challenges faced by e-contracts.

Section 1: E-commerce, Its Concept, Characteristics and Legal Nature

First: The Concept of E-Commerce

The Jordanian legislation addressed the concepts and terminology of Electronic commerce in Article (2) of the Electronic Transactions Law. It provided definitions for electronic information messages, electronic records, electronic contracts, and electronic signatures in the view of the fact that electronic commerce plays a significant part of the economic activities

growth through which goods and services are traded between countries, institutions, companies and individuals via various means of trading as well as the electronic means, and it is governed by different laws and regulations. Although e-commerce has multiple concepts and definitions, all these definitions are unanimous on the use of computers, communications technology, information systems and software. E-commerce has been defined in Jordanian law as business and commercial activities carried out through the international information network (Abu El-Hija,2017).

The Electronic Contract is defined as an agreement formed by electronic means, in whole or in part and concluded between the parties to the contract through the request and acceptance that issued using the information network (Matalqa,2011) .

Article (2) of the Jordanian Transactions Law No. 85 of 2001 defines the “Electronic Signature” as “electronic, numeric or photic data or others taking the shape of letters, numbers, symbols, or signs, or the like in the electronic document or added or related thereto, having a shape identifying the person who timed or distinguished it from others for reasons of the person’s signature and the approval of content.”

In Article (2/6) of the Jordanian Transactions Law No. 85 of 2001, the electronic documents “Data Message” is defined as a message that contains Information generated, sent, received or stored by electronic or similar means, including Electronic Data Interchange (EDI), or the exchange of electronic mail, telegram, telex or telecopy.

From the previous definition we can realise that Jordan adopted the definition of the electronic document which was stated in Article (2) of the UNCITRAL Model Law because the jurists did not limit the forms in which the Data Message appears as a result of the new forms that are always produced by the means of technology.

Nehmeh (2008) noted that all the definitions recognised by countries agree on the importance of electronic commerce and its role in economic prosperity, such as shopping and Internet marketing, while taking consideration not to confuse electronic commerce with e-business because the latter is broader

According to Muhands (1999), commerce is defined as the implementation of the purchase and sale of goods, services and information through the Internet and other commercial networks. These include negotiation between the seller and the buyer, the signing of transactions, the conclusion of contracts and payment of financial obligations. It is also related to the automated correspondence associated with the process of sales and purchases, electronic invoices, banking transactions and other related matters

Second: Characteristics of E commerce

There is no doubt that e-commerce has achieved various successful changes in commercial activity and its characteristics where its achievement has exceeded the geographical location, distances and time differences. The effective handling of information technology has also achieved a great benefit for consumers and traders and all stakeholders.

Abu El Hassan (2002) specified that one of the most important characteristics of electronic commerce is the shift from paper documents to electronic documents in the implementation of commercial transactions thus, the electronic message assumes the position of the electronic document as an acceptable legal basis for both parties in the event of any dispute between them. Which raises the subject of electronic evidential issues and its impact as a hindrance for the development of electronic commerce.

The absence of contracting parties from the place of contracting has a distinctive role in reducing costs and increasing the speed in the completion of commercial transactions to be concluded without meeting the contracting parties or moving from one place to another, resulting in the saving of time, effort and money. E-commerce effectively contributes to it, where the process of purchasing online requires a personal computer, telephone line, modem and software for Internet connectors such as web browsers, as well as an account with an Internet service provider.

Third: E Commerce Contract and Its Legal Nature

The prevalence of e commerce significantly requires the availability of a legal incubator for this business through the creation of special rules in line with modern techniques and electronic means of contracting, especially that the general rules of the contract must be somewhat flexible so as not to conflict with the rapid developments.

When studying French law, we note that French jurisprudence considered the contracts of electronic commerce a kind of A standard form contract (contract of adhesion) on the basis that it is a contract between two parties, where the terms and conditions of the contract are set by one of the parties and the other party has only one choice – to accept or to refuse it – with little or no ability to negotiate more favourable terms .The law defines the standard form contract that it arises on the condition of de jure and de facto inequality between their will, one having strong influence, the other weak because of his urgent need to contract (Zaki, 1978). It can be said that this criterion is an economic criterion and it can't be taken into account alone, but the legal standard must also be adopted.

The standard form contracts came in a particular form, namely that the contract relates to a commodity or facility that is essential for consumers or users and that the offerer monopolises

this commodity or facility with legal or actual monopoly, or at least controls it in such a way that competition is limited in scope. In addition, the issuance of affirmative action to all the people on a continuous basis, i.e. for an indefinite period and often in hard copy, contains detailed conditions of the discussion, most of which may not be in favour of the positive (Sanhour,1976).

In spite of these justifications in regard to the contract of electronic commerce as A standard form contract, I do not agree with this view because the contract of electronic commerce is a consensual contract that is done by agreement and compromise between the parties: the contractor can have his needs met elsewhere easily from many sources. Electronic commerce is governed by contract theory, but it is carried out remotely and between absentees using modern technological means.

Section II – Proof as One of the Legal Problems Faced by E-Commerce Contracts

The emergence of e-commerce and its growing popularity have provoked several problems such as: the customer's trust, consumer protection and the applicable law. It also raised fundamental evidential issues, especially in relation to the proof of transactions conducted through the internet. This section will focus on a serious issue affecting e-commerce, which is the evidential issues. The legal problem that an online contract contains is how to prove it through electronic documents? The question raised is: did the legislation provide for clear and specific solutions to the problem of proving the electronic contract? To answer this important question, we must examine the Jordanian legislation, which has developed several legal texts in the special laws on how to prove the contract and electronic documents, such as documents and electronic writing, in addition to the role of the electronic signature as proof.

Proof of Electronic Documents in Electronic Commerce Contracts

Various legislations have been concerned with the idea of electronic documents in terms of proof and it accorded it a legal value, such that the regular document becomes a means for proving the validity of the contracts and transactions between parties.

Where the authenticity of electronic document as Ezzat (2010) mentioned, appears in the proof of commercial materials and in the case of excluding the rule of written evidence, electronic writing is one of the methods of proof that help in the proving of legal procedures. This is due to its nature in terms of its identification and the possibility of continuity. It has become one of the ways that helps concluding commercial contracts. Legislation has contributed to the control of electronic writing and achieving functional equivalence between electronic writing and traditional writing.

Article (2) paragraph C of the UNCITRAL Law on Electronic Signatures did not define electronic writing but merely defined the Data message as stated in Article (2) of this law.

As for the Jordanian legislator, he did not identify the term of electronic writing, but in Article (2) of the Jordanian Electronic Transactions Law he merely mentioned the words indicating its connection with electronic writing such as: data message, electronic records and electronic contracts.

When comparing the previous legislation with the French legislation, we find that it has taken the same direction according to Article (1316/1) of the French Civil Code, amended by the law 2000/230, in which it was considered that electronic writing has the same authenticity as given to traditional writing, provided that it is possible to identify the person who issued it and it shall be kept in conditions that guarantee its preservation. It is also clear from the content of the article that the French legislator did not differentiate between the degree of validity of writing, be it electronically or on the paper, on the basis of its strength as a document or as a proof; it granted both of them the same authenticity as a proof.

Provided that the identity of the person who issued it is known and that it was saved in circumstances to ensure its safety, these principles have been explicitly affirmed in the text of the third paragraph of the same article – that writing on the electronic basis has the same strength as to writing on paper form. Thus, it is possible to say that the conditions of the readable writing is available in the writing that is available on the electronic platforms, and that its validity is related to the extent that the letters, symbols, numbers and signs have content and significance. If the writing achieved these conditions it will be granted the same strength of authenticity as the written form: some of the legislations that regulate electronic proof have required the electronic writing of this function to be equated with written form (Nassif, 2009).

The Jordanian legislator has been concerned for the concept and requirements of electronic commerce contracts, where he identified them through the most important legal texts, the text of Article (9) of the Jordanian Electronic Transactions Law, which stipulated that: “A- If the parties agree on conducting the transaction through electronic means and where the legislation requires presenting, sending or receiving information to a third party in writing, the submission, sending or receipt of the information through electronic means shall fulfil the requirements of such legislation if the addressee is capable of typing and storing this information and referring back thereto at a subsequent time through the accessible means. B- If the sender impedes the possibility of typing, storing and retaining the electronic record by the addressee, the record shall not be binding to the addressee.”

As for the electronic signature and its validity, it is considered as a proof of evidence of the validity of the electronic contract and commercial transactions – the electronic signature in the

electronic document is considered a means of security and trust between the parties of a deal. Its role is more prominent in its ability to prove and the extent to considering it as legal evidence.

Article (2) of the Jordanian Electronic Transactions Law No. 85 of 2001 defined the electronic signature in Article (2) of the Jordanian Electronic Transactions Law as: electronic, numeric or photic data or others taking the shape of letters, numbers, symbols, or signs, or the like in a data message or added or related thereto, having a shape identifying the person who timed or distinguished it from others for reasons of the person's signature and the approval of content.

It is clear that the Jordanian legislator in this article took the same approach as the UNCITRAL Model Law, where the Jordanian legislator stipulated that the data should be included in an electronic form, and also stipulated that the data should be included in an information message. It is also required that the information be of a nature that allows the identification of the person who signed the data message.

The Jordanian legislator considered in the text of article (7) of the same law that electronic signature is considered a functional equivalent of written signature, and this would achieve the objectives of the law in addition to achieving recognition of electronic commerce. The text of the article is clear and specific when it stated: "A- The electronic records, contracts, messages, and signatures shall be considered to produce the same legal consequences resulting from the written documents and signatures in accordance with the provisions of the Laws in force in terms of being binding to the parties concerned or in terms of fitness thereof as an evidential weight. B- The legal consequence stated in Paragraph (A) of this Article shall not be excluded for reasons of conducting the transaction by electronic means so long as it complies with the provisions of this Law."

Through the previous text we conclude that many of the legislations granted electronic writing a full authenticity in proof to achieve functional equivalence between them and traditional writing of contract and this is what the Jordanian legislator did; he considered the electronic signature and traditional signature equal in proof and gave them the same power and strength. The Jordanian legislator also granted the electronic signature a full validity of proof if it meets the conditions stipulated in the Jordanian Electronic Transactions Law in Article 10a, which stipulates that: "when legislation, in force, requires a written signature on the document or provides consequences for lack of signature, that requirement is met by the presence of the electronic signature on the electronic record."

This clarifies that the legislator has given legal authority to electronic signatures in cases where the law obliges the parties to sign – that means, the signature is legally mandatory.

It should be noted that an important issue is how to document the electronic signature and the conditions that must be met in order for it to be credible for proof, as stipulated in Article (31) of the Jordanian Electronic Transactions Law: “If as a result of applying the authentication procedures in use, it becomes evident that these procedures were approved or commercially accepted or agreed upon between the parties, the electronic signature shall be considered as being authentic if it has the following attributes: 1- If it is unique in its connection to the pertinent person. 2- Enough to identify its owner. 3- Generated in a manner or means specific to that person and under his control. 4- Connected to the record related thereto in a way that does not allow modification to that record after signing such without altering the signature.”

It is clear from the text that the main requirement in the signature is to authenticate with certain specifications, because the unauthenticated signature does not enjoy any authenticity according to the text of Article (32) of the Electronic Transactions Law No. 85 of 2001, and its amendments.

It should be noted that there are different forms of electronic signature, such as digital signature, electronic signature pen, code signing and biometric signature (Ibrahim, 2010).

Through the aforementioned texts we note that the Jordanian Electronic Transactions Law tried to address the defect about the problem of proof (Aboudi, 2005). But electronic writing is digital writing, even if the screen of the device presented a traditional scanned photo of this writing.

On the other hand, the rules of electronic evidence contradict some of the rules established in the traditional framework of proof, such as the rule that a person shall not create the evidence himself. This rule requires that the evidence come from the other adversary in charge of proof. In most cases, electronic documents are issued by a computer, which is often in the possession of the opponent on whom the burden of proof lies.

However, it is possible to overcome the problem of electronic proof whenever legal protection is provided by means in which the electronic evidence is protected against access, modification or destruction by third parties.

Therefore, the electronic authentication certificate has emerged, which is issued by a neutral competent licensing authority for the purpose of verifying electronic signature of a specific person in accordance with the approved authentication procedures.

It is also necessary to adopt modern technical systems that prevent access to the information system, which necessitated the use of an encryption system to save electronic messages and limited access to them through the owner of the PIN code that can decrypt the code that allows access, and then resort to a secure technology designed to facilitate the performance of the witness to testify electronically through the presence of a third party called the electronic

Originator who plays an important role in collecting information in advance about every person who conducts electronic transactions such as a person's identity, age and job position. When the court asks for the identity of the person appearing before it, the Originator will issue a certificate of authenticity to the sender expressing the truth of the information received from the witness through recent communication letters.

But the question remains: is electronic writing enough to meet the formal requirements required by law, or are there exceptions?

The answer is no, because some international and domestic legislations have made exceptions to the principle of electronic formalism and the writing ability to fulfil the formal requirement required by law. Article (1108/2) of the French Civil Code, under the law of confidence in the digital economy, made some exceptions to the principle of electronic authorisation, including customary contracts related to family law, inheritance and prosperities, as well as customary acts relating to personal or in-kind insurance, whether civil or commercial – if it was concluded by a person for the needs of his profession (Abu Al-Lail, 2003).

Article (6) of the Electronic Transactions Law No. 85 of 2001 provides for exceptions to contracts, documents and contracts that follow specific legislation in a particular form or are carried out with specific procedures from the electronic formal framework as stated in Article (6) that; “The provisions of this Law shall not apply to: A- Contracts, instruments or documents that are drafted in accordance with special legislation in a certain format or in accordance with specific measures, such as the following: 1- Establishing and amending wills. 2- Establishing and amending the conditions of the Waqf. 3- Transactions disposing of immovable property, including agencies pertaining thereof, their title deeds, and establishing real rights, excluding lease contracts. 4- Agencies and transactions relating to civil status. 5- Notices relating to cancelling or revoking water, electricity, health insurance and life insurance contracts. 6- Bills of indictment, court proceedings, judicial notification notices and courts decisions. B- Securities, unless provided under special regulations issued by the competent authorities in accordance with the Securities Law in force.”

Proof of Electronic Documents for Electronic Commerce Contracts in the Light of the Jordanian Evidence Law No. 30 Of 1952 And Its Amendments For 2001

Article (13) of the Jordanian Evidence Law stipulates that A- Faxes, telex and e-mails shall have the normal strength of proof in the evidence unless it is proved from the attributed to him that he has sent that he has not done so, or no one has been assigned to send them. B-Telex messages with the PIN agreed between the sender and the addressee shall be an argument of each against the other, C- Certified or signed computer outputs shall have the normal attribution

force in terms of proof unless it is proved that they have not been extracted or no one has been assigned to extract them.”

The text above shows that the Jordanian law addressed the problem of electronic documents in the proof and considered that faxes and telex and e-mail and computer outputs signed have a legal force certified in the evidence with some considerations of the judge's discretion in the assessment of the strength of the evidence, especially electronic documents taking into account the requirements of the law where the burden of proof falls on the party that holds the electronic editor in the proof.

Proof of Electronic Documents for Electronic Commerce Contracts in the Light Of the Jordanian Banking Law No. 28 Of 2000

Jordanian Banking Law No. 28 of 2002, art. 92 Paragraph (b) stipulated that: “Notwithstanding the provisions of any other legislation, all means of evidence shall be permitted in banking cases, including electronic data, computer printouts and telex correspondence.”

It is clear from this provision that the Jordanian Banking Law has adopted the authenticity of the electronic register and considered it a recognised evidence and its authority to prove legal acts, especially electronic commerce contracts.

Section 3: The Challenges Faced by Electronic Commerce Contracts and Ways to Overcome Them

A: The Challenges Facing Electronic Commerce Contracts

Despite the wide spread of electronic commerce, there are several challenges facing it. These challenges are:

The infrastructure in the field of communications and computers, because it is associated with the building and development of human resources in the field of technical knowledge; the lack in and of educational methods and training means it led to a significant shortage in the number of cadres working in this field (Bakri, T,Y & Dabbagh,J. 2001).

In addition to the lack of desire and enthusiasm for the use of modern technological means, which led to the emergence of serious phenomena and at the same time important, the lack of adequate investment of high competencies to address the challenges of effective technical construction in the absence of a strategy to rebuild the curricula in the field of information technology, rehabilitation and applied training and all means.

All this is due to the problems of pricing policy for the allowance of communication services and Internet services. There is also a problem that is of great importance in Jordan, which is the problem of the Arabic language, which is a limiting factor for electronic commerce (Ghoneim, 2004). All studies indicate a small percentage in the Arabic language is used in electronic commerce on the Internet.

Another source of challenge facing electronic commerce is the legal framework governing electronic commerce. Jordan's legislation is dominated by the logic of partial solutions rather than comprehensive solutions. This leads to weakness in efficiency.

Therefore, the legal system must recognise criminal protection against the dangers of computer and Internet crimes, such as data destruction and mishandling, in addition to the risks to which the contracting parties are exposed when dealing with electronic commerce.

Fraud and theft of information on credit cards, and this is evidence of the absence of specific and clear laws to reduce this phenomenon. Another obstacle facing e-commerce is the restrictions imposed on investors, which limits the freedom to transfer the profits of the investor and demand recycling within the country, and red tape in dealing with investment leading to the inevitable result called the legal challenges of electronic commerce.

What is required in this challenge is not only being online and without competition and continuity, it must be coupled with competitiveness and continuity to reach the degree of excellence, because without the two previous factors it is better not to trade by e-commerce, because it will be less expensive and avert losses for the non-competitive company.

As for Jordan, it can be said that Jordan has a simple experience in electronic commerce. It was represented by the Association of Jordanian Information Technology Organisation, a non-profit organisation that aims to coordinate between the private sector in the field of information technology and the public sector in the development of the field of information technology in Jordan, including legislation and laws and to encourage foreign investment in the same field. Jordan's progress in e-commerce has been hampered by weak telecommunications infrastructure, the absence of special and tight laws, and the scarcity of credit cards and limited personal computers.

Cybercrime is considered one of the biggest threats that e-commerce is facing. The spread of crimes committed via computers and Internet networks affects the decisions of banks in the development of electronic payment systems and also affects the confidence of customers in the use of modern means of payment. The crimes of identity theft and the use of personal data to extract bankcards online form the most prominent cyber-crimes, in addition to burglary crimes on card numbers (Al-Allaq, 2007).

If we want e-commerce to be of great importance to governments, businesses and consumers worldwide, it must be associated with security and trust, which remain a major obstacle to this issue, and this calls for an appropriate legal and regulatory response that promotes electronic commerce despite the diversity of laws and regulations and complexity, as well as the rapid development of technology and markets and the increasing dependence on cloud computing.

Trade obstacles play another role in hindering e-commerce, that is, some individuals, companies and institutions in Jordan have inertia factors that resist change because they are linked to traditional trade patterns, and they find it difficult to switch to electronic commerce which depends on electronic media in the conclusion of contracts and transactions electronically (Al-Allaq, 2007). Also, the lack of incentives for companies to practise electronic commerce and the lack of assistance needed to switch to electronic commerce such as the lack of encouraging government support for electronic commerce have a negative role in implementing e-commerce.

B: Ways to Overcome the Challenges of Electronic Commerce Contracts

In order to avoid these challenges, it is necessary to create an appropriate and supportive legal environment that promotes confidence on the Internet, ensures safe electronic interactions between the parties to the relationship, and applying compatible laws in the field of electronic signatures and contracts and the protection of consumers on the Internet. In addition, the protection of data and privacy on the Internet and the fight against cybercrime through deterrent penalties in the criminal law to protect all electronic dealers, and this is stipulated in the constitutions of the States; the right of individuals to security where security applies to everything related to human input. This is what the Jordanian constitution seeks.

Conclusion

This research dealt with the subject of electronic commerce contracts, where they were defined and their characteristics and legal nature in addition to the problems faced and the contemporary challenges of this topic. It was also explained how to deal with these problems and challenges in the Jordanian and comparative law, which is of the utmost importance in this era.

The interest in electronic commerce appeared as a result of constant technological progress. Since the development of countries and the prosperity of their economies is measured by the extent to which electronic commerce is exercised to serve the economy, especially the trade side, the reliance on the Internet has become very important to doing business because of its speed and its ability to cross borders, because of the advantages it offers such as less time,

shorter distances and less costs. This requires great attention to comparative legislation to regulate, control and set the necessary conditions to regulate it.

Results

The research concludes several results, including:

1. The Jordanian laws and legislations and comparison have considered electronic writing, electronic signature and electronic documents and gave them the same legal force as for the traditional documents, whether in their function or the contract and the proof.
2. Electronic writing shall be accepted in electronic contracts and electronic proof if it meets the conditions specified in the legislation of electronic transactions or electronic signature, as in the areas of traditional writing, as a result of completing the form required by law to conclude contracts, register and complaints against them through electronic writing as long as it provided the purpose for which the law or parties required a particular form.
3. Although writing on a paper form or electronic writing, they achieve the same function and purpose of a proof.
4. E-commerce contributes to reducing the costs of various commercial transactions in addition to the removal of restrictions and impediments to the movement of goods and services, which facilitates the process of competition if the possibilities are available to address them.
5. Weak infrastructure of modern means of communication and lack of Internet and training centres was identified.
6. Also lack of awareness and interest in the use of electronic commerce due to lack of information, and
7. Shortage in the presence of programs and software dealing with electronic security of electronic commerce.
8. Lack of electronic commerce in Jordan is due to the many obstacles that are exerted to make efforts to resist the factors of change in the institutions. Additionally, the taxes that the competent authorities try to impose on this kind of trade are a factor.

Recommendations

Considering the global trends to establish clear legal systems for electronic commerce, the most important recommendations that can be made at the end of this research are as follows:

- 1 - Reviewing the legislation and laws of electronic transactions and the development of firm laws as electronic commerce is constantly evolving in order to protect customers and their rights.
- 2 - Developing educational curricula for students of schools and universities and introducing the subject of electronic commerce in the curriculum in order to support the electronic readiness



of all categories of society and encourage them into e-commerce to keep pace with the information; and engaging research centres in the information industry.

3 - Utilising the necessary capabilities to strengthen the infrastructure of telecommunications networks of high speed and their ability to maintain the integrity of information and develop specialised software appropriate to the nature of the Jordanian market.

4 - Supporting and opening the field of investment in information and communication technology to the local private sector and attracting foreign capital to invest in establishing industries that support the infrastructure necessary for the application of electronic commerce.

5 - Working seriously to build human cadres in the field of technical knowledge and keep abreast of developments in the field of electronic commerce.

6 - Encouraging individuals and institutions to build successful e-commerce, capable of continuity and competitiveness in global markets.

7 - Expanding the adoption of a bilingual system, translation software and solutions for the Arab environment in order to enable Arab websites to access electronic commerce.

8 - Encouraging research dealing with the electronic security aspect as a fundamental problem in information, including electronic commerce, in order to control crimes that occur through networks, including electronic piracy.

9 - Enacting appropriate laws and regulations to create a suitable electronic environment.

10 - Enhancing the role of commercial banks in electronic commercial transactions through facilitating, completing and collecting payments and maintaining the rights of trading parties in electronic commerce.

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