

E-Contracting within Jordan's Legal Framework

Nasir Albalawee¹


Abstract

The primary objective of this study is to delve into the intricacies of e-contracting within a legal framework. The researcher undertakes an in-depth exploration of the legal aspects associated with e-contracting, elucidating the fundamental components that constitute an e-contract. The initial section of the study encompasses the researcher's definitions and discussions regarding the concept, execution, and methods for validating e-contracts. Subsequently, the paper explores the domain of arbitration specific to such contracts, with a particular emphasis on electronic arbitration and electronic negotiations in its second segment. Employing an analytical descriptive approach, the researcher addresses the central theme, focusing on the application of traditional contract articles to electronic contracts. This encompasses an examination of electronic consent, acceptance, and electronic arbitration. The study's findings offer insights into e-contracts, characterizing them as agreements forged online. Furthermore, the study scrutinizes critical elements such as satisfaction, *Lex loci*, rationale, and the mode of communication, whether visual or auditory. This analytical inquiry aims to provide significant contributions to the comprehension of e-contracting within the legal landscape.

Keywords: E-contracting, Legal System, E-signature, and Electronic Acceptance.

Introduction

E-contracting involves electronic engagement between consumers and suppliers in the context of commercial operations, representing a collaborative activity occurring before significant value transactions in business networks (Kale et al., 2023). Unlike other collaborative processes, such as order management, integrated IT support for the less-structured contractual process is not widespread in current industrial practice (Schemm et al., 2006; Abu Orabi et al., 2023). Given the rapidly evolving nature of technology, the need for firms to maintain a flexible technology architecture is imperative (Demon & Hendricksen, 2021; Abu Huson et al., 2023).

¹ The author is an Assistant Professor, the Department of Law, Jadara University, Jordan. Nasir Albalawee  <https://orcid.org/0000000194973572>. He can be reached at nbalawi@jadara.edu.jo

As global trade becomes a dominant force economically, socially, and politically, it adapts to new developments worldwide to establish principles for a secure and flexible commercial environment. Contracts play a vital role in economic relationships, and electronic contracting aims to enhance efficiency and efficacy while offering new options to contractual parties (Angelov & Grefen, 2003).

The rapid advancements in communication, contemporary technologies, and technical progress have given rise to electronic commerce and electronic contracts (Alnimer, 2020; Al-Qudah et al., 2022). The application of the Convention to B2B e-commerce is broad, covering various commercial transactions and interactions beyond sales, such as barter. Crucially, the new Convention addresses transactions involving services and information. Electronic contracts differ from traditional contracts in terms of arbitration, prompting a discussion on the means and legislations governing arbitration to resolve associated conflicts (Polanski, 2006).

The emergence of e-contracts in Jordan, facilitated by technology, allows individuals to conduct business electronically, irrespective of geographical location, through the internet, websites, emails, or other electronic means (DONINI, 2006). With the proliferation of these electronic methods in Jordan, there is a growing need for robust legislation to deter illicit activities and protect electronic records. Responding to this need, the Jordanian legislator has enacted legal provisions to regulate electronic transactions, occasionally resulting in conflicts between contracting parties within the country (Dzhancharov et al., 2023). This paper, specific to the Jordanian context, aims to define electronic contracting, explore methods of proof, and discuss the arbitration of electronic contracts, emphasizing the importance of comprehending and establishing these contracts in various Jordanian contexts.

Methodology

This study employs an analytical descriptive research approach to thoroughly investigate the intricacies and implications of electronic contracting within the legal framework of Jordan. The analytical method facilitates a comprehensive exploration of the application of conventional contract provisions to electronic contracts, placing particular emphasis on elements such as electronic consent, acceptance, and arbitration. The descriptive aspect of e-contracting allows for an examination and clarification of its fundamental components, including its concept, implementation, and validation procedures. To achieve the study's objectives, the researcher conducts an exhaustive review of relevant literature, encompassing legal perspectives, technological advancements, and global

approaches to electronic contracting. An integral part of the research strategy involves analyzing Jordanian laws related to electronic transactions, including the Electronic Transactions Law of Jordan No. 15, 2015, and other pertinent acts and amendments.

Moreover, the study incorporates comparative analyses with international legal frameworks to enhance the understanding of e-contracting within the specific context of Jordan. The purpose of this research methodology is to conduct a thorough and detailed investigation into electronic contracting, aiming to gain valuable insights into its legal complexities and practical applications within the distinctive context of Jordan.

Literature Review

E-contracting plays a significant role in modern business by combining technology and legal concepts, leading to the transformation of traditional contractual procedures (Ladleif & Weske, 2019). The introduction of electronic transactions in Jordan has led to a reassessment of the legal frameworks that regulate the creation, implementation, and enforcement of contracts (Burri & Polanco, 2020). Considerable scholarly discourse highlights the importance of harmonising legal mandates with technological advancements to foster a conducive environment for Internet commerce. The Electronic Transactions Law is a fundamental component of Jordan's legal framework, encompassing laws, regulations, and policies. These components collaborate to establish the legitimacy and enforceability of electronic contracts (Haddad et al., 2017).

However, the implementation of electronic contracts in Jordan faces numerous challenges. The challenges encompass concerns related to authentication, security, and cross-border transactions, along with intricate interpretations of legal requirements in the digital realm (Akinfieva & Oppong, 2018). Comparative assessments that compare Jordan's legal framework with worldwide standards emphasise the need for continuous improvement and adjustment of legal structures to incorporate the most efficient approaches from across the globe. This literature study provides a comprehensive analysis of the current scholarly viewpoints. These perspectives provide valuable understanding of the intricacies, accomplishments, and continuous advancements in Jordan's legal framework for E-contracting. Furthermore, this study promotes the implementation of proactive strategies to tackle new difficulties and capitalise on the opportunities presented by electronic commerce in the nation.

Comparative Analysis of Legislation

A comparative analysis of the legislations of the United States and Jordan reveals distinctive approaches to electronic contracting (Malkawi, 2007). The U.S. legislature has extensively detailed articles to regulate electronic contracting, exemplified by the Electronic Signatures in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act (UETA). These acts provide a comprehensive legal framework that ensures the validity of electronic contracts across states. In contrast, Jordan defines electronic contracting without specific legislation, reflecting a broader reliance on overarching legal principles.

The Electronic Signatures in Global and National Commerce Act (ESIGN), enacted at the federal level in the U.S. in 2003, organized electronic contracts and transactions, akin to those made on paper. The widespread adoption of ESIGN across states, along with the Uniform Electronic Transactions Act (UETA), underscores a unified legal stance on electronic contracts, regardless of the parties' geographical locations (Alamatalqa, 2016).

In contrast, developing countries often grapple with outdated laws that do not align with modern information technologies. Electronic contracting, akin to other contract types, necessitates elements like satisfaction, *Lex loci*, and reason, as affirmed in jurisprudence. The agreement of the two parties' intentions forms a fundamental aspect, which will be expounded upon in detail (Nangela, 2011).

Electronic Consent

E-contracting mirrors traditional contracts in requiring both offer and consent for validation. Consent, defined in jurisprudence as an unequivocal expression by a party to all contract terms, remains consistent, whether traditional or electronic (Refaat, 2018). Electronic consent may manifest in various forms such as writing, email, or direct communication, aligning with general consent parameters. Jordanian law allows contractors an option to retract consent until the tribunal concludes, after which a withdrawal nullifies the consent (Obiedat, 2016).

The Jordanian legislator defines offer and consent as pivotal terms in any contract establishment. Consent, in jurisprudence, embodies an expression by a party signifying the will to contract after negotiations, finalizing the contract upon mutual agreement (Ababneh, 2009). It encompasses online distant communication utilizing information technology, encapsulating all contract elements for direct acceptance (Aba al-Alkhail, 2009).

Business-to-business contracts serve as protective mechanisms and prescriptive documents for parties' activities (Aljawarneh et al., 2021). The

formation and execution of contracts are often resource-intensive and time-consuming, whereas e-contracting seeks to automate these processes, making them faster and more cost-effective (Angelov & Grefen, 2002). However, controversies persist regarding the parties' true intentions due to the absence of face-to-face meetings in technological-based contracting (Al-Omar & Ammarin, 2017).

Different modes of expressing consent, such as via email or through website interactions, carry legal implications. Emails detailing contract specifics, when opened by the offer recipient, constitute acceptance. Similarly, consent through website advertisements, if inclusive of all contract elements, validates the agreement. Additionally, direct internet-based communication, including video chats via platforms like Zoom or Skype, solidifies consent (Awni, 2020).

Types of Electronic Consent

Electronic consent, mirroring the core elements of traditional consent, is a multifaceted concept conveyed through various means such as written documentation, electronic mail, or other direct communication channels (Le Métayer & Monteleone, 2009). Legislative stipulations, as observed in Jordan, underscore the importance of specific criteria for electronic consent, emphasizing distinctiveness, user identification determination, and electronic code control (Albalawee, 2023). The landscape becomes more intricate within the jurisdiction of the United States, particularly when consent is conveyed through actions like clicking a button on a website, necessitating ongoing legislative efforts for consumer protection (Winn and Bix, 2006).

Jurisprudential considerations emphasize that silence or mere assent is inadequate unless explicitly indicated or required. The timing of electronic consent varies based on the chosen mode of communication, with email being a disclosure-oriented alternative. In specific instances, the interpretation of silence as consent may be influenced by prior transactions (Al-omar & Ammarin, 2017).

Diverse perspectives on electronic consent are evident, particularly highlighting the significance of mutual intentions in the context of electronic contracting between parties of different nationalities, languages, and cultural backgrounds (Oakley, 2005). The adaptability of electronic contracting across diverse contexts is underscored by the recognition of various forms of agreeing, including through email, websites, or direct internet communication (Obeidat et al., 2022). This versatility reflects the evolving nature of electronic consent within the dynamic landscape of digital interactions.

Proof of Electronic Contracts

A crucial aspect of ensuring the enforceability of electronic contracts involves establishing a means of presenting evidence for their existence and securing their legal validity (Hillman & Rachlinski, 2002). In Jordan, the Electronic Transactions Law plays a pivotal role, offering a comprehensive definition of electronic records that encompasses various forms of electronic communication, including messages, entries, documents, and any other transmitted information through electronic media. Angelov and Grefen (2002) assert that when an electronic record is linked to a registered electronic sign, it obtains the legally binding status of a legal title, rendering it admissible in legal proceedings.

According to Jordanian law, the legal validity of an electronic contract in Jordan is contingent upon the presence of a protected electronic sign or registration. Once a legal title is established, it remains legally binding unless revoked or challenged on grounds such as the absence of a legal sign, fingerprint, or stamp during implementation. Angelov and Grefen (2002) emphasize the importance of aligning legal titles with traditional titles to ensure coherence and strengthen the legally binding nature of electronic documents.

In the United States, the Electronic Signatures in Global and National Commerce Act (ESIGN) holds substantial significance, acknowledging the legitimacy of electronic records, especially in international and national commercial contracts (Alamatalqa, 2016). By explicitly stating that the electronic form of a document should not be rejected solely based on its electronic nature, ESIGN encourages the acceptance and utilization of electronic documents in judicial processes. This legal framework creates a favorable environment for integrating electronic contracts into the broader legal landscape, contributing to the overall establishment of this environment.

Arbitration of Electronic Contracts

Electronic arbitration, an integral facet of dispute resolution in the electronic contracting landscape, introduces unique dynamics compared to traditional arbitration. As an international means of settling conflicts, electronic arbitration leverages the Internet to facilitate compromise between contracting parties. Despite concerns related to confidentiality, the advantages of electronic arbitration, such as speed, cost-effectiveness, and convenience, position it as a viable alternative (AL Momani, 2003).

The advantages of electronic arbitration, including speed, cost-effectiveness, and convenience, position it as a viable alternative to traditional arbitration (Maqableh, 2014). While concerns about confidentiality persist due to the online nature of electronic arbitration, the researcher contends that

advancements in cybersecurity, such as encryption and other protective measures, can mitigate these concerns (AL Momani, 2003).

However, electronic arbitration is not without its challenges. Confidentiality remains a prominent issue, as the online context is susceptible to unauthorized access. Jurisprudential perspectives express concerns about the ability to maintain the confidentiality of proceedings, especially when compared to traditional arbitration held behind closed doors (Kramer, 2021).

Advancements in cyber technology provide enhanced security measures like encryption techniques and e-signatures to authenticate identities (Albala'wi, 2021). Despite its efficiency, electronic arbitration faces criticism for not adhering to traditional arbitration's originality and defense mechanisms (Albala'wi, 2021). Yet, ensuring professional and ethical conduct among arbitrators, maintaining neutrality, and upholding the parties' right to arbitration and equality can mitigate concerns about legality or obsolescence.

Electronic negotiations offer an effective means to settle international trade contracts through discussions facilitated by electronic tools. Negotiations aim to understand each party's demands, fostering a balanced contract satisfying all parties. Negotiations occur via agreed-upon arbitration parties or platforms like NET Case, administered by international chambers, ensuring data confidentiality and secure exchanges. Overall, electronic contracting evolves alongside technological advancements, blending traditional contract principles with modern tools and regulations to address legal complexities and safeguard stakeholders' interests.

Discussion

This paper delves into the realm of electronic contracting, shedding light on its intricacies and the legal frameworks governing it. The findings carry significant theoretical implications that span various domains. The examination of electronic contracts in comparison to traditional ones contributes to the ongoing evolution of contract law, adapting to the complexities of electronic transactions in the wake of technological advancements. The focus on mutual intentions in electronic consent elucidates a fundamental aspect of contract theory, offering theoretical insights into the principles underlying contract creation in the digital sphere. Additionally, the analysis of Jordanian and American legislations reveals differences in their approaches to electronic contracting, providing theoretical insights into the cultural, legal, and technological aspects influencing legal framework development as assured by Malkawi (2007). Furthermore, the study underscores the importance of technology in shaping modern contracting methods,

emphasizing the need for adaptable legal structures in tandem with technological advancements.

The study holds crucial practical implications, providing invaluable guidance for legal professionals, governments, and businesses navigating the intricate landscape of electronic contracts. It underscores the necessity of well-defined legal frameworks for electronic contracts, aiding policymakers in improving or standardizing existing laws. The research underscores the importance of protecting electronic consumers and urges the adoption of robust consumer protection measures, particularly in jurisdictions where laws might lag behind technological advancements. Recommendations include enacting legislation unbiased towards specific technologies, allowing flexibility to accommodate future advancements without frequent legal revisions. The discussion on electronic arbitration offers a practical avenue for businesses to explore cost-effective dispute resolution methods, streamlining the resolution of disagreements stemming from online agreements. Given the dynamic nature of electronic contracting, as evidenced by studies conducted by Angelov and Grefen (2002) and Hillman and Rachlinski (2002), the study recommends implementing educational initiatives to equip legal experts, businesses, and consumers with a comprehensive understanding of the legal intricacies of electronic arbitration. This could involve workshops, training programs, or educational campaigns.

Significantly, this study also takes into account the Islamic perspective on the problem, enhancing the conversation with a distinct cultural and ethical standpoint. In Islamic legal systems, contracts are considered vital elements of ethical and equitable commercial dealings. The ideals of mutual consent, transparency, and fairness are in accordance with the focus on shared intentions in electronic consent as stated in the paper. Gaining insight into the Islamic viewpoint on electronic contracting enhances our understanding of the theoretical ramifications, highlighting the convergence of technology and ethical considerations in the legal domain.

The study's inclusion of the Islamic perspective introduces a cultural and ethical aspect to the practical consequences. Islamic traditions prioritise ethical conduct in economic dealings, emphasising the importance of fairness and openness in electronic contracts. The pragmatic suggestions, such as supporting alternative dispute resolution and educational activities, are in line with Islamic principles that advocate for fair and equitable corporate practices. In summary, the study provides a thorough and extensive source of information that combines academic knowledge, practical suggestions, and cultural factors to influence the future direction of electronic contracting methods.

Overall, the study significantly contributes to both theoretical and practical aspects of electronic contracting, serving as a pivotal resource in influencing the future landscape of electronic contracting practices.

Conclusion

The study draws several significant conclusions regarding electronic contracts, defining them as agreements established through electronic means, whether partially or collectively, highlighting their distinct characteristics. While traditional contracts encompass essential elements like offer and consent, the unique feature of electronic contracts lies in the mode of presentation, whether visual, auditory, or written. The diverse array of electronic consent modalities, including email, direct online interactions, and websites, underscores the adaptability and flexibility of electronic contracting. However, a contentious issue arises concerning the legal responsibility associated with silence or the absence of communication as a means of giving consent. The probative value of an electronic contract depends on its connection to safeguarded electronic signatures or encryption. Furthermore, the significance of electronic arbitration and negotiation becomes apparent as crucial techniques for resolving disputes. Nevertheless, this study has certain limitations that need to be addressed. These include the necessity for additional investigation into the intricacies of silence or absence of communication in electronic consent, as well as the verification of electronic contracts without secure electronic signatures. Future research endeavours may concentrate on further investigating these contentious elements, thoroughly examining their legal and practical ramifications. Additionally, conducting inquiries into improving the security and authentication of electronic contracts, particularly when encrypted electronic signatures are not present, would be crucial in strengthening their legal validity and dependability.

Recommendations

This study furnishes tailored recommendations to enhance the electronic contracting environment, particularly in Jordan, considering the nation's distinct characteristics. Foremost, the researcher advocates for the prioritization by Jordanian legislators of the development and implementation of comprehensive laws specifically addressing electronic contracts. These laws should encompass the definition of electronic contracts and provide explicit guidelines for their creation, execution, and resolution of conflicts, ensuring legal clarity and a secure environment for digital transactions. Additionally, there is a pronounced emphasis on the need for educational programs in Jordan to augment knowledge and understanding of electronic contracting among legal professionals, businesses, and consumers. Utilizing workshops, training programs, and awareness campaigns

becomes instrumental in disseminating knowledge about the legal intricacies and safeguards associated with electronic contracts. Strengthening consumer protection measures in Jordan, including addressing vulnerabilities in the legal framework and enacting laws to safeguard the rights and interests of electronic consumers, is recommended. Collaboration among government entities, legal professionals, and industry stakeholders is encouraged to establish standardized procedures, norms, and industry benchmarks, ensuring consistency and logical structure in the realm of electronic contracting. To fortify the legal framework, the researcher supports the imposition of stringent sanctions against individuals or businesses breaching electronic contracting legislation in Jordan. Finally, the study underscores the importance of harmonizing Jordanian electronic contracting laws with global standards, fostering cross-border transactions, improving global competitiveness, and integrating the country into the broader digital economy. The implementation of these recommendations is crucial for bolstering Jordan's legal framework for electronic contracting, cultivating an environment that promotes the growth and acceptance of electronic transactions in the country.

References

- Aba al-alkhail, M. (2009). *electronic contracting*, 1st ed., al-rushd lib, Saudi, Riyadh, p40.
- Ababneh, A. (2009). The specificity of offer and consent in electronic contracting, *the Jordanian Journal for law and political sciences*, 1(1), 9-12.
- Abu Huson, Y., Sierra-García, L., & Garcia-Benau, M. A. (2023). A bibliometric review of information technology, artificial intelligence, and blockchain on auditing. *Total Quality Management & Business Excellence*, 1-23.
- Abu Orabi, T., Al-Hyari, H. S. A. M., Almomani, H. M., Ababne, A., Abu Huson, Y., Ahmed, E., & Albanna, H. A bibliometric review of job satisfaction and organizational commitment in businesses area literature. *Human Systems Management*, (Preprint), 1-23.
- Act No. 1783, 2019, issued by the Jordanian Court of Cessation, General Committee, Qararak Pub.
- Act No. 2607, 2019, issued by the Jordanian Court of Cessation, General Committee, Qararak Pub.
- Ajil, T. (2008). The agreed-upon organization of the contracting negotiating, paper published in the 1st scientific conference, law school, Qadisiya univ, p182.

- Akinfieva, Y. V., & Oppong, R. (2018). E-commerce in the Modern World- Electronic Transactions and Some Challenges and Perspectives: Comparative Analysis of UK, Egypt and South African Legislation.
- AL Momani, O. (2003). *The e-sign and electronic commerce law*, 1st ed., Dar Wael pub, p54.
- Alamatalqa, M. (2016). *Aalwajiz in electronic trade contracts*, 1st. ed, dar althaqafa pub., Amman, Jordan, p274.
- Albala'wi, N. (2021). Civil liability resulting from legal execution, 1st. ed., Yafa pub., Amman, Jordan, p110.
- Albalawee, N. (2023). The Impact of Breach of Confidentiality during the Negotiating Phases on the Contract Terms in the International Trade Contracts. *BiLD Law Journal*, 8(1), 75-80.
- Albalawee, N., & Al Fahoum, A. S. (2023). Islamic legal perspectives on digital currencies and how they apply to Jordanian legislation. *F1000Research*, 12(97), 97.
- Aljawarneh, N., Taamneh, M., Alhndawi, N., Alomari, K., & Masad, F. (2021). Fog computing-based logistic supply chain management and organizational agility: The mediating role of user satisfaction. *Uncertain Supply Chain Management*, 9(3), 767-778.
- Alnimer, R. M. F. (2020). The Legal Nature of the Electronic Contract (A Comparative Study between the two laws: Jordanian and Bahraini) 22(11).
- Al-omar, A. & Ammarin, H. (2017). The legal principles of international trade, *ibid*, p143.
- Al-Qudah, L. A., Ahmad Qudah, H., Abu Hamour, A. M., Abu Huson, Y., & Al Qudah, M. Z. (2022). The effects of COVID-19 on conditional accounting conservatism in developing countries: evidence from Jordan. *Cogent Business & Management*, 9(1), 2152156.
- Angelov, S., & Grefen, P. (2002). Support for B2B e-contracting—the process perspective. In *International Conference on Information Technology for Balanced Automation Systems* (pp. 87-96). Boston, MA: Springer US.
- Angelov, S., & Grefen, P. (2003). The 4W framework for B2B e-contracting. *International journal of networking and virtual organisations*, 2(1), 78-97.
- Angelov, S., & Grefen, P. W. P. J. (2002). An approach to the construction of flexible B2B e-contracting processes. Centre for Telematics and Information Technology, University of Twente.
- Awani, M. (2020). consent and offer in the electronic contracting, legal studies magazine, Mohammed Khader baskara univ, vol5, issue 1, Algeria, p97.

- Burri, M., & Polanco, R. (2020). Digital trade provisions in preferential trade agreements: introducing a new dataset. *Journal of international economic law*, 23(1), 187-220.
- Dedmon, J., & Hendricksen, G. C. (2021). SMARTER E-CONTRACTING: MOVING TOWARD BETTER SOURCING AND RETRIEVAL OF CONTRACT KNOWLEDGE (Doctoral dissertation, Monterey, CA; Naval Postgraduate School).
- DONINI, V. (2006). Bridging the gap: Privatization policy, internet and e-commerce in Jordan.
- Dzhancharov, T., Rozanova, T., Pasternak, S., Dmitrieva, O., Romanova, A., & Lebedev, K. (2023). Introduction of Economic and Legal Measures for the Development of the Ecologization System at an Enterprise. *Journal of Law and Sustainable Development*, 11(8), e972. <https://doi.org/10.55908/sdgs.v11i8.972>
- Electronic transactions law of Jordan, No. 15, 2015
- Haddad, A. E., Sbeiti, W. M., & Qasim, A. (2017). Accounting legislation, corporate governance codes and disclosure in Jordan: a review. *International Journal of Law and Management*, 59(1), 147-176.
- Hillman, R. A., & Rachlinski, J. J. (2002). Standard-form contracting in the electronic age. *NYUL Rev.*, 77, 429.
- Jordan Civil Law No. 43, 1976.
- Kale, A. M., Pimplikar, S. S., & Nankar, S. (2023). Development of Conceptual Sustainable Project Planning Model (SPPM) for Indian Roads. *Journal of Law and Sustainable Development*, 11(8), e1446-e1446.
- Kramer, S. (2021). Electronic contracts in USA, article published on the website of the new firm baker McKenzie.
- Ladleif, J., & Weske, M. (2019). A unifying model of legal smart contracts. In *Conceptual Modeling: 38th International Conference, ER 2019, Salvador, Brazil, November 4–7, 2019, Proceedings 38* (pp. 323-337). Springer International Publishing.
- Le Métayer, D., & Monteleone, S. (2009). Automated consent through privacy agents: Legal requirements and technical architecture. *Computer law & Security review*, 25(2), 136-144.
- Lee, R. (2003). A logic model for electronic contracting, decision support system, vol4, no 1, p38.
- Malkawi, B. H. (2007). E-commerce in light of international trade agreements: The WTO and the United States-Jordan Free Trade Agreement. *International Journal of Law and Information Technology*, 15(2), 153-169.

- Maqableh, N. (2014). Electronic arbitration, law & jurisprudence magazine, issue 24, p8.
- Nangela, D. J. (2011). The adequacy of the Tanzanian law on e-commerce and e-contracting: possible solutions to be found in international models and South African legislation.
- Oakley, R. L. (2005). Fairness in electronic contracting: minimum standards for non-negotiated contracts. *Hous. L. Rev.*, 42, 1041.
- Obiedat, Y. (2016). liability in the Jordan civil law, 3rd ed., dar al-masira pub., Amman, Jordan, p 58.
- Polanski, P. P. (2006). Convention on E-Contracting: The Rise of International Law of Electronic Commerce?. *BLED 2006 Proceedings*, 20.
- Porto, R. N., Yamane, L. H., de Lima Baldam, R., & Siman, R. R. (2023). Practical Solutions to Enhance the Productivity of Waste Picker Organizations Through the Application of Lean Tools. *Revista de Gestão Social e Ambiental*, 17(9), e03287-e03287.
- Refaat, M. (2018). International Electronic Contract, Legal Framework and Formalism. *The European Institute for International Law and International Relations*.
- Schemm, J. W., Legner, C., & Österle, H. (2006). E-contracting: Towards electronic collaboration processes in contract management. *Proc. Multikonferenz Wirtschaftsinformatik*, vol. Tagungsband, 1, 255-272.
- Smirnov, D., Baklanova, O., Sagalaeva, E., Zhukov, A., Tereshchenko, E., & Dolgoplov, K. (2023). Role of Legal Regulation in Preventing Corruption in the Market of Digital Financial Assets in the Context of Sustainable Development. *Journal of Law and Sustainable Development*, 11(5), e557. <https://doi.org/10.55908/sdgs.v11i5.557>
- The Jordan arbitration law No. 18 of 1953 and amendments.
- The Jordanian arbitration law No. 31, 2001, is amended by Law No. 16, 2018.
- The Jordanian Evidence Law No. 30 of 1952.
- Winn, J. K., & Bix, B. H. (2006). Diverging Perspectives on Electronic Contracting in the US and EU. *Clev. St. L. Rev.*, 54, 175.
- Xu, L., & de Vrieze, P. (2010). E-contracting challenges. In *Electronic Services: Concepts, Methodologies, Tools and Applications* (pp. 1620-1629). IGI Global.