



"Expressing Contractual Willingness with the Symbol 'Like 👍' in the Palestinian Law"

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ABSTRACT

The researcher addressed the topic of 'Expressing the Contractual Willingness with the Symbol like (👍) in the Palestinian Law' according to the descriptive, analytical and deductive approach. The study aimed at explaining the nature of this willingness and the means of expressing it, defining the emoji symbols and their semantic functions, as well as explaining the position of the law on expressing the willingness with the emoji symbol (👍), and how to express it with this symbol. The researcher concluded several results. The most important of which is that the law in Palestine permits the expression of willingness via an electronic data message, and this message may be in the form of emojis, such as the symbol (👍). This symbol is not suitable to constitute an expression of willingness through an offer, though it is suitable to constitute an acceptance of this offer, and through it the contract is concluded and its effects are produced. One of the most important recommendations of the researcher is that the Palestinian legislator's call for the necessity of legal regulation of these symbols, as they are one of the new means used to express the will of people, especially in their civil and electronic commercial transactions.

Keywords: Expressing Willingness, Emojis, Electronic Offer and Acceptance, Palestinian Law.

Introduction

After the innovation of e-commerce, which emerged from the uterus of the development of ICT, which weighed on the reality we live and live in, it prompted States - including Palestine - to keep abreast of the challenges of this development, especially in the legal field and electronic contracting as the beating heart of this trade, and passed the Palestinian Electronic Transactions Law No. (15) For the year 2017¹, by which it authorized the conduct of transactions, legal disposals and electronic contracts by means of data message and electronic means.

This development has also led to the emergence of new language patterns, frequently used on virtual sites, and emojis are one such pattern that has become an effective form of communication that transcends linguistic boundaries globally, and a new means of understanding millions daily; Its efficiency in communicating information, meanings, psychological and emotional traits². If we say that these symbols constitute a qualitative leap in the field of language and communication, they have become one of the modern means of expression used by the pioneers of these sites to express their express will, and they can be relied upon in the order of certain legal effects, as long as the emoji is understandable to the other respondent, without the need to write a detailed response³.

The emoji is a merger of a group of expressions that have become popular and understandable and convey the same meaning to all individuals, and is unimaginable in the misunderstanding of their connotation, whether the emoji is used to express feelings and emotions or even to express civil and commercial transactions⁴. Expressing the nodal will of data messages, electronic means and emojis, creating numerous and new legal questions that have never been raised, which we will try to answer in this research in accordance with the legislation in force in Palestine.

¹ Published in issue No. 14 of the Palestinian facts, dated 9/7/2017, the muqtafi website.

² Abdul Dahir, Ahmed. (2023). The law and the judiciary in a changing world - emojis. Article published on the website of the Egyptian Bar Association, available on Google search engine, visit date 26/10/2023. And Hamid, Ahmed. (2021). Use of emojis in smartphones by Egyptian university students - Aswan University model. Egyptian Journal of Information Sciences, vol. 8, issue 2, Beni Suf University, Egypt, p. 80.

³ Abdul Dahir, Ahmed. Law. Ibid.

⁴ Emojis can be considered in criminal law matters. See: Ahmed Abdul Dahir, Ahmed. Law. Ibid.



The significance of research is highlighted by the following:

1. The frequent treatment of individuals in electronic commerce and their frequent use of emojis when communicating with each other.
2. To highlight the legal value of the term "👍" in the expression of nodal will.
3. Persuade legal thought of the impact of emojis on legal aspects.
4. The novelty of the topic, and the lack of specialized scientific research that I am aware of, makes it a new addition.

Research Objectives:

This research seeks to achieve the following objectives:

1. Indicate the nodal will and means of expressing it, as well as the emojis and their semantic functions.
2. Statement of Palestinian Law's Position on Expression of Belief Will by Expressive Symbol(👍).
3. Statement of the specificity of affirmative expression and acceptance of the term"👍".
4. Adding a kind of fruitful dialogue between the law and ICT developments.

The research problem:

is summarized in the statement "The legal value of the term" like "(👍) in expressing the nodal will in accordance with the legislation in force in Palestine".

Research Design:

The researcher followed the analytical and analytical descriptive scientific curriculum by extrapolating the general rules of the Civil Code governing the issue of expression of nodal will, indicating the rules of decision of the Palestinian Electronic Transactions Law from the issues at hand and then following the position of jurisprudence, relying on the relevant sources and references.

Previous studies:

As far as I know, no researchers have ever engaged in this research in an independent and specialized manner. Previous studies have dealt with the topics of electronic contracting, as well as emojis in general.

Division of research:

This research came in the front, three investigations and a conclusion, as follows:

First research: Expression of the nodal will with the expressive symbol.(👍)

First requirement: nodal will and expression.

Second requirement: emojis and their semantic functions.

Second Research: The Law's Position on the Expression of Nodal Will by Expression.(👍)

First requirement: The position of the Journal of Judicial Rulings of 1876 in force in Palestine.

Second requirement: The position of the Palestinian Electronic Transactions Act No. 15 of 2017.

Third Research: Privacy of affirmative expression and electronic acceptance of the emoji.(👍)

First requirement: Expression of electronic affirmation by expressive symbol.(👍)

Second requirement: Expression of electronic acceptance of the term."👍"



First Research

Expression of nodal will by expressive symbol(👍)

This study was coupled with two requirements. The first dealt with "dogmatic will" and the second with emojis and their semantic functions, as follows:

First requirement: nodal will and expression.

The original elements of the contract are three: consent, shop and cause, either with respect to the requirement of registration, or the requirement of a particular form of contract, or arrest, which are received under a special legal provision that represents a departure from the asset as an exception. Consent is the cornerstone of the contract's formation, as it coincides with affirmation and acceptance as expressions of will of the parties to the contract, and their will corresponds and converges in order to produce a legal effect⁵.

Will means the direction of a person's intention to produce a particular legal effect, and in order for the will to have its effect⁶, the person needs to be aware of what the conduct is and the obligations it entails. Consent cannot exist without the will. Any reason that results in a lack of will leads to a lack of consent and therefore the contract does not exist⁷.

The will does not have any legal effect if it remains locked in its owner's chest, but rather needs to be free from its reason and from its imprisonment, by expressing its willingness as their will has been⁸, through the use of a certain means of manifesting its expression in the outside world, the law does not care about the internal intentions of the person because he cannot impose judgement on her⁹.

The expression of will may be explicit and unequivocal in meaning, and may be expressed by word, writing, reference, symbol, image, consensual act or by data message and electronic means. It may be implicit, unless the law, agreement or the nature of the transaction requires it to be explicit¹⁰. The implicit expression was based on the conclusion that a person had taken a position in which the circumstances did not call into question his or her indication of what was meant by it, and that the parties' implicit will in that regard was invoked by the court of the subject¹¹.

The rule of expression of will is that it is not subject to a particular form, and the contractor may disclose its will by means that appeals to it; Whether traditional, electronic or by emoji, provided that it has a meaning to be understood by the other party, any indication of will is legally valid for its expression; As long as it is sufficient to indicate it firmly¹².

⁵ Al-Tikrouri, Osman, Suwaiti, Ahmed. (2019). Sources of obligation "Sources of personal right in the light of the provisions of the Code of Judicial Provisions and the Code of Civil Offences". 2, Academic Library, Palestine, p. 38. And Omar, Jihad. (2023). Expression of will by electronic means developed - a comparative analytical study. Journal of Jurisprudence and International Law, vol. 125, No. 125, Morocco, p. 31. And Ali, Amr (2009) Legal aspects of electronic contracting under civil law. Doctoral thesis, Faculty of Law, Ain Shams University, Cairo, p.211.

⁶ Ibrahim, Khaled. (2006). Conclusion of electronic contract - comparative study. (I), University Think Tank, Alexandria, p. 244. And Slahab, Lemah. Contract Board. Previous reference, p 62.

⁷ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 40.

⁸ Omar, Jihad. Previous reference, p. 31.

⁹ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 41.

¹⁰ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 41. And Badri, Mohammed. (2013). Forms of expression of will in the electronic contract between Shari'a and the law - a rooted study. Journal of Anbar University of Islamic Sciences, vol. 4, No. 13, Anbar University, Iraq, p. 1536.

¹¹ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 41. And Al-Badri, Mohammed. forms of expression. Previous reference, p. 1534.

¹² Al-Badri, Mohammed. forms of expression. Previous reference, p. 1537. And Hamrawi, Hassan. (2022). Expressing the will to contract electronically through Website and its means of protection - a comparative study between civil law and Islamic jurisprudence. Journal of Jurisprudence and Legal Research, vol. 39, No. 39, Al-Azhar University, Egypt, p. 619.

Second requirement: emojis and their semantic functions

Emojis are symbols taken from a drawing or image as a means of communicating meaning and transmitting information to others¹³, also defined as common digital imaginary symbols that may be static or mobile; Used in email writing, the image can be naturally combined with plain text to create a new form of language and to enhance the meanings of the words we write¹⁴.

It is called in English (Emoji) "and emuji", a Japanese term of origin consisting of two passages, namely (e), meaning a photograph, and (moji) meaning a letter or symbol, and combined into one word, namely, Emoji, the avatar used in writing Japanese emails¹⁵. Due to its extensive use and impact on general popular culture, it was recorded in the Oxford English Dictionary in 2013¹⁶.

It is true that emojis are not language; They lack times and prepositions, and are absent from the rules of building the sentence necessary for complex human communication - but today they are a tool for conveying thoughts, feelings and information, and these symbols become the other side of non-verbal communication, i.e. they are equivalent to body language¹⁷. As emojis are used to clarify, endorse and emphasize written words, as well as when emojis and words are combined, they acquire their meaning and context from the text, and therefore the punches on their side cannot be dispensed with, as evidenced by the fact that until now there is no complete electronic conversation without words¹⁸.

Emojis perform many functions that contribute to making electronic communication between individuals more accessible in terms of expression or even responsiveness, and where there are three functions that symbols perform when used in text conversations: to start talking, to avoid silence in the conversation, or to end the conversation¹⁹.

There are other functions offered by these symbols in the communication process between **the sender and the future, mention Maha**²⁰: to express the sender's attitude towards a particular subject, or to convey his feelings, emotions and thoughts to the other party, to help convey messages and information to the recipient, to contribute to the confirmation and criticism of information, and to help express views in the shortest possible way. Expressive symbols are multifaceted and meaningful to cover broad, unspecified connotations²¹.

¹³ Hamid, Ahmed. Use codes. Previous reference, p. 80 and p. 81.

¹⁴ Wesaar, Nowal. (2022). Emojis in the digital environment - communication shifts and communication challenges. *Journal of Humanities*, vol. 9, No. 2, p 999.

¹⁵ Hamid, Ahmed. Use codes. Previous reference, p89. And Masar, Nowal. Emojis. Previous reference, p. 998 and p. 999. And Al Salmee, Abdul Latif. (2022). Connective functions of eye communication systems in the age of the Internet - a template emoji. *Scientific Journal of the Faculty of Arts*, vol. 25, No. 83, Assiut University, Egypt, p. 166. And Mahrous, Muhammad. (2023). Emoji connotations in social media hashtags. *Arabic Journal of Media and Communication Research*, Issue 40, Al-Ahram University of Canada, Egypt, 88 and 89. And Mohammed, Sana. (2022). Emojis in social media - study in light of applied linguistics. *Journal of the Faculty of Arabic Language*, issue 42, Al-Azhar University, Cairo, p. 1035.

Ibrahim, Khalid. Conclusion of the contract. Previous reference, p. 244.

¹⁶ Hamid, Ahmed. Use codes. Previous reference, p 89. And Wesaar, Nowal. Emojis. Previous reference, p. 999.

¹⁷ Wesaar, Nowal. Emojis. Previous reference, p. 1005.

¹⁸ Hamid, Ahmed. Use codes. Previous reference, p.95 and 96. And Mohammed, Sana. Emojis. Previous reference, p. 1052.

¹⁹ Wesaar, Nowal. Emojis. Previous reference, P.1003 and P.1004. And Mahrous, Muhammad. Symbol connotations. Previous reference, p. 92.

²⁰ Hamid, Ahmed. Use codes. Previous reference, p.95 and Wesaar, Nowal. Emojis. Previous reference, P.1003 and P.1013-1014.

²¹ In this connection, Counsel Dr. Mohammed Khalaf, Vice President of the State Issues Commission, says: "Lake does not like the Post on social media pages for no reason, nor does he like it for free. See: Mohammed Khalaf, Mohammed. (2021). *Lake Law. Journal of Literature News*, Cairo, No. 1435, p. 19.

However, despite the multiple advantages and functions of social media emojis, their use **may have risks and negative aspects**²², including: Some symbols are unknown their meaning and others have more than one meaning. Some symbols are converging in shape. They are misunderstood and interpreted. Symbols may be contrary to different cultures, and some platforms and applications translate emojis in a multiple way. They may also make it difficult to identify a person's feelings and emotions, as well as have caused language loss and corrupt dialogue and social relations.

Second Research

The Law's Position on the Expression of Nodal Will by Expressive Symbol(👍)

This study was coupled with two requests: the position of the Journal of Judicial Rulings of 1876, which is in force in Palestine, and the position of the Palestinian Electronic Transactions Act No. 15 of 2017, as follows:

First requirement: The position of the Journal of Judicial Rulings of 1876 in force in Palestine.

Although the Journal is silent on the explicit provision to authorize the expression of the nodal will by electronic means or by emoji, this permit can be derived through the general principles of the Decade and the law, including:

- The consent contracts and the primacy of the principle of the authority of will, which constitutes the pacta sunt servanda of contractors. Only the contractor has the authority to establish and modify legal conduct and to determine its effects and expiry and the manner of its affirmative expression and acceptance²³, whether by conventional or electronic means or by emoji.
- If the obligation arising therefrom is contrary to public order and morality or is contrary to a peremptory provision of the law, it shall be invalid²⁴. " This means that the contractors' will is free from formality and from the choice of traditional or electronic means or emojis to express them, when formality is not imposed by a mandatory legal provision or by agreement or prior custom.
- As long as there is no prohibition in the Civil Code prohibiting or restricting electronic contracting²⁵, it is the will to conclude it and to choose traditional or electronic means or emojis to express it²⁶.
- Article 103 defines the contract as: "The obligation of the contractors and their undertakings is the expression of the affirmative." Article 104 stipulates: "The meeting comments both on the affirmative and on the acceptance of the other on the face of a project whose effect appears in their attachment." It is the understanding of these texts that the mainstay of the contract is the correlation of one contractor's affirmative to the acceptance and consensus of the other as evidenced by its effect on the contract²⁷, regardless of the means of expressing their contractual will, whether by conventional or electronic means or by emoji.

²² Hamid, Ahmed. Use codes. Previous reference, p.116. And Mohammed, Sana. Emojis. Previous reference, p. 1074. And Wesaar, Nowal. Emojis. Previous reference, P.1013. And Mahrous, Muhammad. Symbol connotations. Previous reference, p. 92.

²³ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 32. And prayer, Mansour. (2009). Legal framework for the contract concluded through electronic means of communication - study in Jordanian legislation. Damascus University Journal of Economic and Legal Sciences, vol. 25, issue 2, Damascus University, Syria, pp. 822. And Hamrawi, Hassan. Expression of will. Previous reference, p. 622.

²⁴ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p.33-34.

²⁵ Faraj, Tawfiq, Al-Adawi, Jalal. (2002). General theory of obligation, sources of obligation, provisions of obligation with comparison of Arab laws. (d. i), Al-Halabi Rights Publications, Beirut, p. 40.

Al-Sarayah, Mansour. legal framework. Previous reference, p. 823.

²⁶ Al-Sarayah, Mansour. legal framework. Previous reference, p. 823.

²⁷ ikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 21. And the echo, Abdelmonim. (1974). Sources of commitment. 1, Arab Renaissance House, Beirut, p. 57. And prayer, Mansour. legal framework. Previous reference, p. 825. And Omar, Jihad. Expression of will. Previous reference, p. 32.



- Article 168 of the Journal stipulates: "Affirmative action and acceptance in the sale is the expression of all two words used to create the sale in the customs of the country and the territories", and as article 173 states: "... It is the understanding of these texts that the will can be expressed by word"²⁸. This expression is more indicative of the speaker's will and truth, and the word must be clear and unequivocal in its indication of positivity and acceptance, whether in Arabic or otherwise. It is not required that the expression be a particular term or a special composition²⁹. Any term or building that is expressed by conventional or electronic means indicates the meaning and concept of the contractor is legally considered³⁰.
- Article 3 stipulates: "The expression in the contracts of destinations and meanings not of words and buildings". From this text, it is understood that any term or building that has given rise to the meaning and indicates the intent is legally considered and thus allows us to authorize the expression of contractual will by traditional or electronic means or by emoji, so long as the act, expression or symbol is consensual and understandable to the contractors.
- Article 69 of the Journal states: "Writing as a speech", and article 173 of the Code states: "As affirmative and acceptable as rhetoric, it is also in practice." From these texts it is understood that writing is a means by which a contracting person expresses his or her will, affirmation and acceptance, with which the contract is contracted, whether by conventional or electronic means or by emoji. Here, writing is understandable and unequivocal about what the contracting parties' will has been³¹.
- Article 175 of the Journal states: "Since the intention of affirmation and acceptance is to consent of the parties, the sale shall be contracted by the actual exchange of consent". The phrase ("consensual function") allows us to authorize the expression of contractual will by traditional or electronic means or by emoji, insofar as the act, expression or symbol is consensual³².
- Article 174 of the Journal states: "The sale is complicated by the identification of the groom", as well as article 70, which states: "The indication of the custody is for the groom of the child. The phrase "known or customary reference" allows us to authorize the expression of a conventional will by conventional (vertical shaking of the head³³) or electronic means, or by expressive symbol, as long as the reference or avatar is customary and understandable in custom.

Second requirement: The position of the Palestinian Electronic Transactions Act No. 15 of 2017.

With reference to the law's decision, the legal texts expressly authorize electronic contracting and the use of data messages, electronic means and symbols to express the nodal will, except as provided for in article 3, paragraph 3, of the Law³⁴.

²⁸ The clearer formulation in the expression of the will to contract when that is by the word "past", in which article 169 of the Journal states: "affirmative and acceptance shall be by the phrase" past form ", whereas in order to understand the significance of the circumstances and circumstances of the contract, the contract may be manifest." Where the magazine expresses this in article 170, it states: "A sale shall also be contracted in the form of a trespasser if it is intended as a sale and to be purchased. If it is to be received, it will not be held. " Article 172 reads as follows: "A sale in the form of the order shall not also be held as a whole and purchased, unless it indicates by way of necessity the case, at which time the sale shall be contracted." As for the reception formula, the contract is never held, as article 171 of the Journal stipulates: "The reception formula which means the promise of the abstract, such as I will sell and buy, does not meet the two terms of the abstract".

²⁹ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, pp. 41-42. Good. Two eagles. (2004). E-contract - Comparative study between Jordan's Electronic Transactions Act 2001 and the Model Electronic Commerce Act 1996. Journal of Sharia and Law Sciences, vol. 50, No. 2, University of Jordan, Amman, p. 327. And a loot, for what. Contract Board. Previous reference, p. 88.

³⁰ Al-Sarayah, Mansour. legal framework. Previous reference, p. 823.

³¹ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 43.

³² Badri, Mohammed. forms of expression. Previous reference, p. 1535.

³³ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 42.

³⁴ The provisions of this resolution shall apply by law to: 1. Electronic transactions, records, data and signatures. 2. Transactions between parties that have agreed to conduct their transactions by



Article 1 defines electronic transactions as "transactions concluded or performed in whole or in part by electronic means". These transactions, as defined in the same article, "may take place between two or more persons to create obligations on a person or mutual obligations between more than one person", and the completion of transactions and the consent of the parties thereto come within the framework of the conclusion of the electronic contract defined in the said article: "agreement between two or more persons by means or electronic means"³⁵.

According to article (10 para. 1) of the Decree-Law "the parties to this contract may express their will positively and acceptance of the mediation of electronic data messages"³⁶, as defined in article (1) of the Decree-Law: "Information generated, transmitted, received or stored by electronic, optical or similar means"³⁷, and information - as defined by the same article - is: "electronically represented or coded data, whether in the form of text, symbol, voice, photographs or otherwise"³⁸, where they are exchanged - as indicated in the same article - by electronic means from one person to another. " These electronic means, as defined in the same article, are: "The means used for the exchange and storage of information relates to modern technology with electrical, digital, magnetic, wireless, optical, electromagnetic, optical or similar capabilities ".

It is clear to us from the advanced texts that the Palestinian legislator resolved the issue of the permissibility of electronic contracting and expression of nodal will (positive and acceptable) by using electronic data messages, and as such messages have not been subject to a particular form, they may be in the form of text, symbol, sound, images or otherwise - provided that they have a meaning understood by the parties to the contract, and that they are generated, sent, received or stored by electronic, optical or similar means. In our view, the intended analogy is functional rather than technical³⁹.

It should be noted that the definition of an electronic contract contained in the aforementioned ordinance cannot be sufficient, comprehensive and restrictive unless it is linked to the definition of a contract in general⁴⁰, especially since not every agreement is a contract in the legal sense unless the intention is to produce a particular legal effect. We can therefore define this contract as: "agreement between two or more persons by means or electronic means to produce legal effect".

electronic means, unless explicitly provided otherwise. 3. The following transactions if the relevant laws permit this: A. Personal status transactions, such as marriage, divorce and wills. B. Transactions for the disposal of immovable funds, including related agencies and title to them, and the establishment of rights in kind. 4. Leases for transactions listed in paragraph (3/b) of this article.

³⁵ Article (1) of the resolution defines the Electronic Intermediary Act as: "an electronic means or programme used to implement an electronically defined procedure".

³⁶ Article 10 states: "A. Affirmative and acceptance may be expressed when contracting by means of data messages, which is binding, provided that the following are available: 1. The answer and acceptance should have been issued through the data message when sent, or entered into an information system that is not under the control of the originator of the message. 2. The offer and acceptance was received by the addressee upon entry into the data message of an information system that the parties to the contract agreed to use, or entered into the addressee's information system. b. The parties to the contract may agree that the contract shall be valid and effective if the will is expressed in part through the data message ".

³⁷ Including but not limited to electronic data exchange, e-mail, telex or digital copying.

³⁸ Data, text, images, shapes, sounds, symbols, databases, software, etc.

³⁹ bbabn 'a, Aladdin, El Duri, Khaled. (2009). Specificity of positivity and acceptance in electronic contracting - a comparative study between Jordanian and Bahraini law. *Jordanian Journal of Law and Political Science*, vol. 1, Moutah University, Jordan, p. 15. And Khalaf, Mohammed. (2004). *Online contracting - analytical comparative study*. Master's thesis, University of Jerusalem, Jerusalem, Palestine, p. 69.

⁴⁰ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 31.

The Palestinian legislator has made the electronic contract equal to the traditional contract in terms of its general elements, construction, installation, content and authenticity⁴¹, if it meets the conditions and rules governing it, but the electronic contract has characteristics that make it different from other contracts. **These characteristics are:** a named⁴² and satisfactory⁴³ contract, concluded remotely⁴⁴, the will of its nodal parties is expressed by data message and electronic means⁴⁵, and has the privacy of proof⁴⁶ and fulfilment of the allowance⁴⁷.

Third Research

Privacy of affirmative expression and electronic acceptance of the emoji(👍)

Consent is a fundamental element of the contract. It coincides with affirmative and acceptable expression of the parties' will, will and convergence in order to produce legal effect. Electronic affirmation and acceptance differ greatly from traditional affirmative and acceptance, only in the privacy derived from the means used to express them, namely, an electronic data message; Since the latter may be on text, symbol, voice, photograph or other, does the expression of affirmation and acceptance of the term "👍" serve?

On the basis of this, we have read this research into two requirements, the first of which we have dealt with: expression of affirmation by expressive symbol (👍), and the second: expression of acceptance by expressive symbol (👍), as follows:

First requirement: Expression of electronic affirmation by expressive symbol.(👍)

First: Definition of electronic positive: Article 101 of the Code of Judicial Judgements defines affirmative action as: "The first word issued by a contractor for the purpose of establishing and thereby requiring and proving conduct"⁴⁸. It is understood from this text that the first word is the affirmative; It is the first step towards the conclusion of the contract and, as it is understood, the affirmative is not required to appear in the form of a particular expression, but to be permitted to express it by the appropriate means of the respondent, which does not give rise to doubt as to its indication of consent,

⁴¹ Marcha, Riad. (2000). E-sales contract under electronic commerce with evidentiary effects - comparative analytical study. Master's thesis, League of Arab States Research Institute, Cairo, p. 41. And Salhab, Lemah. (2008). Contract Board. Previous reference, p. 66.

⁴²"In the resolution, the Palestinian legislator singled out a specific law and regulated its provisions, recognizing the message of data and electronic means of contracting and proof because of its frequent prevalence in working life".

⁴³ "The offer and acceptance are exchanged between the parties to the electronic contract in a virtual governing council and in an interactive electronic manner without restricting the freedom of the offeree to accept or not accept the contract, which denies this contract the quality of compliance".

See: acques, Ghestin.(1996) Traite de droit civil, la formation du contract, 3e'd, DELTA, p. 76. And Srayah, Mansour. legal framework. Previous reference, p. 827.

⁴⁴ Al-Sarayah, Mansour. legal framework. Previous reference, p. 827.

⁴⁵ Abbas Karimi, Mohamad Akbari. (2017). Basic Conditions of Validity of Electronic Contracts in Iran and UNCITRAL Model Law. Research published on Journal of History Culture and Art Research. Volume (6).Issue (1), P 398. And Maryke, Silalahi Nuth. (2008). Electronic Contracting in Europe: Benchmarking of National Contract Rules of United Kingdom, Germany, Italy and Norway in Light of the EU E-commerce Directive. P 62. See: Omar, Jihad. Expression of will. Previous reference, p. 31.

⁴⁶ See article 9 of the Act.

⁴⁷ See articles 27 and 28 of the Act.

⁴⁸ Al Saddah, Abdelmonim. Sources. Previous reference, p. 112. And the horrors, Husam al-Din. (2000). General theory of commitment - voluntary sources of commitment. (A3), Wa 'el Publishing and Distribution House, Amman, P.115. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, P.O. 50.



whether that means is word writing⁴⁹, or electronic data message in accordance with the text of the article. (10) of the aforementioned Ordinance, unless it is feasible to require that the affirmation be by a particular electronic means such as an e-mail, the offeror must then follow such a means⁵⁰.

Referring to the decision on the Palestinian Electronic Transactions Law, we find that it does not provide a specific definition of electronic affirmative and therefore we can define it as: "The first word from the offeror through the electronic data message in order to create the conduct". This definition shows that electronic positivity differs from traditional positivity only in the means used with the same substance remaining. As we have explained, article 10, paragraph 1, of the decree-law permitted the expression of an affirmation by means of an electronic data message, which, according to article 1, of the resolution, may be in the form of an emoji or a symbol, but in this form it cannot be a positive, the affirmative As already mentioned, it is the first stage of the contract, and where it must contain a clear statement of substance of the contract to be concluded and its terms, and the symbol (👍) It cannot be a means of such a statement, nor can it express positivity and cannot be derived from it.

Second: The terms of electronic affirmation: In order for the electronic affirmative to be used as an expression of will and not as an emoji, and to be ready to be associated with electronic acceptance, **the following conditions must be met**⁵¹:

1. The expression of affirmation by means of an electronic data message: This is confirmed by article 10 of the aforementioned Act, as defined in article 1 of the Act: "Information generated, transmitted, received or stored by electronic, optical or similar means"⁵², and such electronic information - according to the same article: "Electronically represented or coded data in the form of text, symbol, voice, images or other.
2. The electronic answer must be complete. In the sense that the electronic data message contains the substantive elements of the contract⁵³, and that the addressee is able to know the content of the contract to be concluded.
3. An electronic response must be directed to the person concerned. If the person is designated and known at the time of the offeror, the electronic response is clear and meets the conditions of his or her validity, especially if it contains the essential elements of the contract, but if the person is not designated and unknown at the offeror, the electronic response is directed to the public and an invitation to contract, and the response to the invitation is considered (positive) If they contain the essential elements of the Decade, or if the invitation does not contain these elements, they are not a clear positive but an invitation to negotiate⁵⁴.
4. Electronic affirmation shall be evident in its indication of contracting: in the sense that the affirmative is not described, i.e. not suspended on a clause, and that the expression of the affirmative through the mediation of an electronic data message shall not contain any indication of unintention to link and contract, and that the mere acceptance by the addressee (s) is sufficient for the contract to be concluded⁵⁵.

⁴⁹ Salhab, Lemah. Contract Board. Previous reference, p. 73. And Badri, Mohammed. forms of expression. Previous reference, p. 1539. And his son, Aladdin, El Duri, Khaled. Positive privacy. Previous reference, p. 19.

⁵⁰ Catherine, Quinn, Elliott, Frances. (1999). Contract Law. Pearson education limited, England. P21. See: Abba 'a, Aladdin, El Duri, Khaled. Positive privacy. Previous reference, p. 36.

⁵¹ Al-Tikrouri, Osman, sources. Previous reference, p. 55. A loot, for what. Contract Board. Previous reference, p. 73. And Hamrawi, Hassan. Expression of will. Previous reference, p. 650.

⁵² Including but not limited to electronic data exchange, e-mail, telex or digital copying.

⁵³ And Al fadl, Bayan. (2007). Law applicable to e-commerce contracts - comparative study. Master's thesis, Graduate School, Birzeit University, Ramallah, Palestine, p. 4.

⁵⁴ Hijazi, Abdul Hay. (1982). General theory of obligation according to Kuwaiti law - study of its balance, sources of obligation, analysis of the contract. (J1), Kuwait University Publications, Kuwait, p.153. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, pp. 50-51-55. And the echo, Abdelmonim. Sources. Previous reference, p. 113. Mark, Solomon. (1987). Adequate explanation of civil law - theory of contract and individual will. 2, Peace Press, Cairo, p. 173. And a loot, for what. Contract Board. Previous reference, p. 75.

⁵⁵ Abdullah, Fathi. (2001). Explanation of the general theory of obligation - sources of obligation. (I), Knowledge Outreach, Alexandria, p. 69. And Ahmed, Shawki. (2004). The

For an electronic response to be binding, it must be issued once and for all⁵⁶. Thus, article 182 of the Journal stipulates that "persons who differ from the option after the answer to the last Board... etc.". In other words, by means of an e-data message, the offeror has the option to remain positive until the contract board has been discharged, or reversed, by means of the message, as long as the other contractor's acceptance has not been made⁵⁷, and on this basis the answer is not binding. The "repetition before acceptance invalidates the former, and the latter"; This is stipulated in article 185 of the Journal. The provisions of this provision apply to repetition by means of an electronic data message.

In the same context, according to article 15 of the Decree-Law, "the addressee shall be entitled to prepare the data message issued by the addressee⁵⁸ if: 1. The addressee used an information processing system⁵⁹ that was agreed with the addressee to use it to verify that the message emanated from it. 2. If the data message as received by the addressee is the result of the actions of a person who, by virtue of his relationship with the addressee, has access to a method used by the addressee to establish that the message emanates from the addressee."

A data message's affirmation is binding on the offeror if it is accompanied by a date of acceptance, in which case the offeror is obliged to remain positive until such time as the date expires and the basis for its commitment is its individual will. The determination of the date of acceptance may be expressed as a fixed-term appointment such as a week and may be implicitly derived from circumstances such as sale on the condition of trial⁶⁰.

The positive's electronic response falls in several cases⁶¹:

1. If it is rejected by the addressee before the expiry of its deadline, or if it is modified by the offeror before the acceptance is coupled even before the Council breaks up, and the (rejection of the addressee) and (modification of the offeror) by means of the electronic data message indicating their will to reject or renounce it.
2. If the Governing Contract Board has dissolved without being accompanied by an acceptance, but not modified by means of the data message.
3. If the period specified by the offeror expires and is not accompanied by acceptance of the electronic data message.

In the same context, according to article 16 of the Decree-Law, "a data message issued by the sender shall not be deemed in any of the following cases⁶²: 1. If the addressee receives a notification from the addressee informing the addressee that the message is not originating from the addressee, the addressee must act on the basis of the addressee's non-issuance, and the addressee remains liable

general theory of commitment - contract and individual will. (I), Al-Ma 'raq, Alexandria, p. 49. And Tikrouri, Osman. Sources. Previous reference, P.O. 50.

⁵⁶ Morsi, Mohamed. (1954). Civil Law Explanation - Obligation. (I), World Press, Cairo, p. 79. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 52. s.

⁵⁷ Al-Tikrouri, Osman. Sources. Previous reference, p. 52. Khalaf, Mohammed. Contracting. Previous reference, p. 85. And a loot, for what. Contract Board. Previous reference, p. 80.

⁵⁸ The addressee, in accordance with the text of article (1) of the Decree-Law, is: "The person who himself or herself creates or sends the data message". whereas the addressee is: "The person to whom the data message was sent".

⁵⁹ In accordance with article 1 of the Decree-Law, this system means:"The electronic system used to generate, send, receive, process or store data messages in any manner".

⁶⁰ And Al Fadl, Monzer. (1996). General theory of obligations - sources of obligation. (I), Culture Publishing and Distribution House, Amman, p. 116. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 53. And a loot, for what. Contract Board. Previous reference, p. 81.

⁶¹ Look at cases of traditional positive fall: Tikkuri, Osman, Suwaiti, Ahmed. Sources. Previous reference, pp. 53-54. And Sinhoori, Abd al-Razak. (2010). Mediator in Civil Law Commentary - Sources of Obligation. 2, Dar al-Shorouk, Egypt, p. 176. And Mark, Solomon, Elvi. Previous reference, p. 163. And a loot, for what. Contract Board. Previous reference, p. 83 onwards. And Badri, Mohammed. forms of expression. Previous reference, pp. 1552 ff.

⁶² Al-Sarayah, Mansour. legal framework. Previous reference, p. 837.

for any results prior to the notification⁶³. 2. if the addressee learns or is able to know through action agreed with the addressee that the message has not been issued by the addressee ".

It should be noted that if an electronic answer, whether binding or not, falls, it does not count as the subsequent electronic acceptance, but may be adopted as a new affirmative directed to the person from whom the first answer was issued, and if it is accepted the contract. Similarly, a binding electronic response does not result in the offeror's death or loss of eligibility, as the offeror remains committed to the offerings until the deadline has expired, contrary to a non-binding response that falls by the offeror's death or loss of eligibility because it is essentially non-binding. The same provision is made if the addressee dies prior to electronic acceptance, the heirs do not have to accept the contract, but the acceptance option is not inherited⁶⁴. If the electronic acceptance is issued in accordance with the electronic affirmative and then a contractor dies or loses its eligibility, the contract takes place and the heirs or guardian replaces the contractor who has died or lost its eligibility⁶⁵.

Second requirement: Expression of electronic acceptance of the term"👍".

First: Definition of Electronic Acceptance: Article 102 of the Code of Judicial Provisions defines acceptance as: "The second word issued by one of the two contractors for the establishment of discourse and the conclusion of the contract." It is understood from this text that the second term is acceptance⁶⁶; It is the second word that is associated with and compatible with the first. (affirmative) leads to the conclusion of the contract and the legal effect and, as understood ⁶⁷, does not require acceptance in the form of a particular term, Rather, it may be expressed by the appropriate means of the midwife, which does not call into question its indication of acceptance and satisfaction with the conditions presented by the offeror. Whether this means is the customary word, writing or reference or by taking a position that the circumstances of the case leave no doubt as to the truth of the intention and consent, or by electronic data message in accordance with the provision of the article (10) of the decision by law, unless the offeror has required acceptance of a particular electronic means (e.g. e-mail), the offeror must then follow such a means. By reference to the decision on the Palestinian Electronic Transactions Act, we find that it does not provide a specific definition of electronic acceptance and therefore we can define it as: "The second word from which an electronic data message can be issued for the purpose of concluding the conduct in which the contract is made".

⁶³ Article 17 of the Act states: "1. The consignor shall be liable for its failure to send notice to the consignee in accordance with the provisions of article 16/1 of this resolution by law. 2. the sender shall not be liable for the data message reaching the addressee as a result of the hacking of the information processing system designated to receive the message ". As article 18 of the Ordinance states: "The notice of receipt does not in itself constitute evidence that the content of the communication received by the addressee is identical to that of the message sent by the addressee".

⁶⁴ Al-Hakim, Abdul-Majid. (1993). Adequate explanation of civil law - sources of obligation, contract. (I), New Printing Company, Oman, P.145. Abu al-Bassan, Abdel-Nasser. (1999). Studies in Jordanian civil law jurisprudence - general theory of the Decade. (i) Al-Faqas Publishing and Distribution House, Amman, p. 66. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 54. Credit, foreboding. General theory. Previous reference, p. 118.

⁶⁵ Al-Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 62.

⁶⁶ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 62. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 57. And a loot, for what. Contract Board. Previous reference, 94. And Abdi, Abbas. (1997). Contracting through instant means of communication and their authenticity in civilian evidence - comparative study. (I), Culture Publishing and Distribution House, Amman, p. 122.

⁶⁷ Salhab, Lemah. Contract Board. Previous reference, pp. 95-96. Khalaf, Mohammed. Contracting. Previous reference, p. 105. And Badri, Mohammed. forms of expression. Previous reference, p. 1562. And Hamrawi, Hassan. expression. Previous reference, p. 665 and 667. And his son, Aladdin, El Dui, Khaled. Positive privacy. Previous reference, p. 15. And Moses, Abdelaziz. (70). Contracting by contemporary means - legal doctrinal study. Master's thesis, Faculty of Shari'a and Law, Al-Azhar University, Cairo, p.281.

This definition shows that electronic acceptance differs from traditional acceptance only in the means used with the same substance remaining.

Second: The conditions for electronic acceptance: in order for electronic acceptance to be used as an expression of will and ready to be linked to the electronic affirmative, it must meet the following conditions:

1. The expression of acceptance by means of an electronic data message: This is confirmed by article 10 of the aforementioned Act, as defined in article 1 of the Act: "Information generated, sent, received or stored by electronic, optical or similar means". According to the same article, this electronic information is: "Electronic representative or coded data, whether in the form of text, symbol, voice, images or otherwise.

2. An electronic acceptance shall be made by the addressee: If the contract is issued by another, the contract shall not be contracted because the contractor's will has not been directed at contracting with such third parties. If the e-message is addressed to a particular person", it is that person who has the right to consent only, If the affirmative message is addressed to the public, anyone has the right to accept or to be issued by the first person to accept the affirmative. s right to consent to a contractor⁶⁸.

3. Electronic acceptance and e-answer are still in place. In order for the expression of will to be considered an acceptance by the offeree and thus the contract to be entered into, the electronic acceptance must be made before the electronic offer is dropped. Acceptance is not required immediately following the issuance of the affirmative⁶⁹, but acceptance of the affirmative may be inadmissible for a period during which the respondent reflects on the terms of the contract, but must accept or reject before the Contract Board breaks up, the so-called acceptance option⁷⁰. Thus, article (184) of the Code of Judicial Judgments states: "If one of the differentiators reverts from the sale after the affirmative and before the acceptance of the invalidity of the affirmative, the latter shall not be accepted after the omission in the court and shall not 182 the sale." The Contract Council is defined by article 181 of the Journal as: "The meeting of the signatory for the sale contract", i.e., the meeting at which the contractors deliberate and conclude the terms of the contract and remain engaged in the contract without any other concern, long or short⁷¹. The Contract Council may be genuine if the contractor meets face-to-face and may be a presumptive judgement, as in an electronic contract concluded remotely between absentees rather than between attendees⁷².

4. Electronic acceptance must correspond to the electronic affirmative: an electronic acceptance message must address everything dealt with in the electronic affirmative, and must not be accompanied by, diminish, modify or restrict the acceptance letter, otherwise rejecting and dropping the electronic affirmative. The answer and electronic acceptance must be identical in all matters contracted⁷³, as affirmed in article 177 of the Journal, which reads: "If one of the two contractors is obliged to sell something that is necessary for the proper contract before it may be accepted".

The agreement between the offender and the offender on the substantive issues in the electronic contract, without examining detailed issues, is sufficient unless they require that the contract shall be contracted only if they agree on those matters, and if there is disagreement on a detailed matter for which the relevant rules of law, or the rules of custom and justice, apply in accordance with the nature of the transaction⁷⁴.

⁶⁸ Ahwani, Husam al-Din. General theory. Previous reference, p. 124. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 56.

⁶⁹ Al Saddah, Abdelmonim. Sources. Former meadow, p. 122. And Sinhoori, Abd al-Razak. Mediator. Previous reference, p. 178. And Ahmed, Shawki. General theory. Previous reference, p. 56.

⁷⁰ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 56.

⁷¹ Al-Badri, Mohammed. forms of expression. Previous reference, p. 1549.

⁷² Al-Sarayah, Mansour. legal framework. Previous reference, p. 827.

⁷³ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, p. 58.

⁷⁴ Al-Tikrouri, Osman. Sources. Previous reference, p. 58. And the horrors, Husam al-Din. General theory. Previous reference, p. 133. And the echo, Abdelmonim. Sources. Previous reference, p. 123. And Sultan, Anwar. (1987). Sources of obligation in Jordanian Civil Code. (i) Publications of the University of Jordan, Amman, p. 57.



The judge must also stand up to the contractors' intention and intention, especially if they discuss detailed issues without agreement⁷⁵, These are cases in which a judge deviates from his or her duty to interpret the contract and interferes - albeit narrowly - with its composition through his or her power to interpret the contractors' will, so that his or her will replaces that of the contractors⁷⁶.

As we have already stated, article 10, paragraph 1, of the Ordinance allows acceptance of the mediation of an electronic data message, which, according to article 1 of the Ordinance, may be in the form of an emoji or a symbolic image. (👍), as well as article 102 of the Journal, did not require acceptance to appear in the form of a particular expression, and therefore it is valid to express acceptance of an expression. (👍) In which the contract is contracted and its effects produced, where the code was expressed by the Journal and Civil Legislation "by the customary reference or by taking the position of consent ⁷⁷."

There was no Arab judicial ruling addressing the authenticity of emojis or the customary reference in the expression of will, but there is a foreign judgement - which is the first judicial precedent of its kind worldwide- issued by a Canadian court on June 8, 2023, where the reply in emoji (👍) was deemed to consent to the conclusion of any contract. Where the facts of this judgment are summarized, the claimant company sent a copy of the contract for the purchase of a linen crop to the respondent company, to which the latter replied with an emoji (👍) But then it did not deliver the crop, and the buyer sued the seller, for breach of the contract it agreed to once it was sent Emoji (👍) After examining the merits of the case, the Court rendered its judgement requiring the respondent to pay compensation in the amount of eighty-two thousand and two hundred Canadian dollars, equivalent to sixty-two thousand United States dollars, but the respondent company argued that the reply was emoji (👍) means receipt of the contract, not approval, but this payment was rejected by the court.

So, the Palestinian law, the Canadian judiciary and a side of the jurisprudence⁷⁸ authorized the expression of acceptance of the symbol. (👍), but it is our view that the expression of this means may contain certain errors, as the respondent may (capable of) touching the emoji by error or negligence, or pressing the symbol with the intention of informing the respondent of the arrival and receipt of the affirmative file and that it is in the process of being read, and therefore it is not reasonable in such cases to say that the respondent has expressed his or her contractual will by accepting and thus complicating the contract and producing its effects.

The original is that the expression issued by the respondent (the applicant) corresponds to his or her will. If his or her stated will is consistent with his or her inherent will, then no problem arises, but the respondent may express his or her will by the expression symbol. (👍) Intending to arrive at and receive the affirmative file and not with the intention of expressing acceptance of the affirmative, and thus the apparent will of the respondent differs from its own internal will. In our view, the conditions of dispatch and receipt set forth in the said article constitute a material fact that may be established by any means. In this view, reference is made to: Al-Sahara, Mansour. legal framework. Previous reference, p. 837.

⁷⁵ Sinhori, Abd al-Razak. Mediator. Previous reference, p. 184. And Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, pp. 58-59.

⁷⁶ Tikrouri, Osman, Suwaiti, Ahmed. Sources. Previous reference, pp. 58-59.

⁷⁷ For details of the judgment see: King's Bench for Saskatchewan, South West Terminal LTD (plaintiff) and Achter Land & Cattle LTD (defendent), 2023 SKKB 116, June 8, 2023. And See: Ahmed Abdul Dahir, Ahmed. Law and the Judiciary, op. cit

⁷⁸ Researchers who authorized the expression of acceptance of symbols and signals: born, continent. (2022). Image expression of will via electronic networks. Journal of Legal Scholar, vol. 1, No. 2, University of Mohamed Boudiaf-Missila, Algeria, p. 164. Hamarsheh, Riad. Sales contract. Previous reference, p. 42. And a loot, for what. Contract Board. Previous reference, p. 70. Khalaf, Mohammed. Contracting. Previous reference, p. 99.

There was a difference in jurisprudence on this issue. Some⁷⁹ went on to prevail over the apparent will, while others went the other way⁸⁰, and civil laws took the apparent will when establishing the contract and the inner will when interpreting it⁸¹.

In practice, a judge, when acting on the interpretation of a contract if he or she takes into account the principle of manifest will, is not obliged to seek internal will, but stands at the outside appearance of the expression of will, based on custom and custom in dealing⁸². As the question of the interpretation of the contract becomes a matter of law under the control of the Court of Cassation, since the purpose is not to interpret the contractors' intention, but rather to interpret the text of the contract, that provision is the provision of the interpretation of the text of the law. If, however, the principle of subjective will is taken into account, the judge's interpretation of the contract is a matter of fact in which the judge in question has an uncontrolled opinion, if his or her opinion is of origin in the case papers and is justified as required by the validity of the judgements and in accordance with the method of its construction⁸³. It must be pointed out, however, that if the apparent will is embraced, the unequivocal will cannot be completely overlooked. The apparent will is required to have an inherent will, and this inherent will is sound and legally considered⁸⁴.

Some means of protecting the expression of will and confirming acceptance by code (👍) may be used:

1. Twice clicking on the emoji (👍), so as not to argue that the first click on the symbol was by omission or error. Twice clicking can draw confirmation of the grantor's agreement to conclude the contract⁸⁵.
2. The addressee sends a data message to the midwife requesting them to confirm acceptance, after clicking on the emoji⁸⁶.(👍)
3. Take some action subsequent to the issuance of the acceptance of the term "👍", such as answering certain questions to the applicant, even if the acceptance is done in the form required, which already expresses his firm will to accept.
4. Search for clues and circumstances during which the emoji (👍) was sent, such as the time between receipt of the affirmative message and the sending of the code, as well as the number of pages of the contract sent, the time required to read its items and the sending of the code, and ascertain whether the respondent actually saw the contract before the code was sent, or sent the code without being seen.

In our view, the term "👍" may constitute an express acceptance of the "applicable" in the following cases:

- If there is agreement between the contractors that this symbol is acceptable.
 - If there is prior dealings between contractors, the respondent expresses its acceptance of this symbol.
 - If the affirmative results in the benefit of the addressee (s).
 - If there is a custom that this code is evidence of acceptance.
5. If there is an explicit provision in the law, this symbol is acceptable.

⁷⁹ Abu Stitt, Ahmed. (1954). The theory of obligation in the new Civil Code - sources of obligation. 1, Egypt Press, Cairo, p. 86.

⁸⁰ Sanhoury, Abd al-Razak. Mediator. Previous reference, p. 148. Al-Hakim, Abdul-Majid. (1967). Mediator in contract theory with comparison and balancing theories of Western jurisprudence and corresponding in Islamic jurisprudence and Iraqi civil law, convening the contract. (2), Al-Ahliya Printing Company, Baghdad, p. 63.

⁸¹ Al-Hakim, Abdul-Majid. adequate. Previous reference, p. 145.

⁸² Palestinian Civil Cassation, No. (24) of 2003, chapter dated 11/19/2003, Al-Muqtafi website.

⁸³ Palestinian Civil Cassation, No. (70) of 2011, chapter dated 4/11/2011, Al-Muqtafi website.

⁸⁴ Al-Tikroui, Osman. Sources. Previous reference, p. 48-49.

⁸⁵ -Chissick (M.), Kelman (A.).(2002). Electronic Commerce, Law and Practice. 3ed, London, p. Xliii. And Cheshire and Fifoot, and Furmaston's. (1986). Law of Contract, Eleventh Edition. London, p. 29. **See:** Al-Sarayah, Mansour. legal framework. Previous reference, p. 828.

⁸⁶ Article 14 of the Decree-Law provides that: "If the addressee under the data message requests or agrees with the addressee's notification of receipt of such communication, the addressee shall inform the addressee by electronic means that it has received the communication in response to that request or agreement".



Conclusion:

After examining and analysing the legal value of the term "like" (👍) in expressing nodal will in accordance with the legislation in force in Palestine, we concluded with a set of conclusions and recommendations, as follows:

1. Palestinian law has made the electronic contract equal to the traditional contract in terms of its general elements and in the field of its construction, installation, content and authenticity, if it meets the conditions and rules governing it, but the electronic contract is distinct from the traditional that it is concluded through data messages and electronic means.
2. The law of Palestine authorizes the expression of nodal will by using electronic data messages and, as such messages have not been subject to a particular form, they may be in the form of text, symbol, voice, photographs or otherwise, provided that they have a meaning understood by the parties to the contract, and that they are created, sent, received or stored by electronic, optical or similar means.
3. An affirmative is not valid by the term "👍". An affirmative, as the first stage of a contract, must contain a clear and substantive statement of the contract to be concluded and its terms, which cannot be a means of such a statement.
4. Acceptance of the term "👍" is valid, whereby the contract complicates and its effects result, and where traditional civil legislation expresses this symbol "by the customary reference or by taking the position of consent."
5. The expression of acceptance of the term "👍" results in certain errors, and where they can be avoided by resorting to certain means - suggested in this research - of protecting the expression of will and confirming acceptance.

Recommendations:

1. Although the law in Palestine authorized the expression of acceptance by means of an electronic data message, this message, in accordance with article (1) of the resolution, may be in the form of an emoji or a symbol (👍), it did not specify the cases where the 👍 constitutes an express acceptance, and we recommend that the Palestinian legislature expressly provide for these cases: 1. If there is agreement between the contractors that this symbol is acceptable. 2. If there is prior dealings between contractors, the respondent expresses its acceptance of this symbol. 3. If the affirmative results in the benefit of the addressee (s). 4. If there is a custom that this code is evidence of acceptance. 5. If there is an explicit provision in the law, this symbol is acceptable.
2. We recommend that the Palestinian legislature should legally regulate emojis, as one of the means developed and used to express people's will, especially in their civil and electronic business transactions.
3. We recommend researchers to study emojis and research their civil and criminal legal connotation.

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