



CONSUMER PROTECTION IN ELECTRONIC CONTRACTS

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Received: 01/2024

Published: 09/2024

Abstract:

The contractual relationship between the supplier or professional and the consumer is characterised by an imbalance, whether it is traditional or electronic. This is due to the fact that the professional has economic and informational power. Consumers in general, and electronic consumers in particular, need legislation to protect them against unfair terms and misleading practices by professionals.

Keywords: *electronic consumer, consumer protection, misleading advertising.*

INTRODUCTION:

The immense development in the field of communication and information, in particular the use of the Internet, has been a significant factor in the emergence of electronic commerce. This has led various legislators to call for the establishment of a legal framework to provide adequate legal protection for the parties involved in this trade, particularly the weaker party, the consumer¹.

In principle, individuals are free to enter into contracts with whomever they choose and on whatever terms they wish. Once a contract has been concluded, the prevailing principle is that the contract is the law of the parties and therefore neither party can unilaterally alter its terms or terminate it.

Given the developments in electronic consumption, where the consumer is one of the parties, he is considered the weaker party in negotiating the terms set by the electronic supplier. The supplier has the economic power and technical expertise to dominate the electronic consumer. This calls for special protection of the latter.

Has the Algerian legislator succeeded in providing legal protection for the electronic consumer?

The aim of this study is to examine the main texts and principles introduced by the legislator to protect the electronic consumer. We will adopt a descriptive and analytical approach by analysing the legal and regulatory texts that offer the consumer protection against the dominance and abuse of the electronic supplier. We will also look at the concepts of certain legal concepts such as electronic contracts and misleading advertising.

We have divided our research into two sections: the first discusses the nature of the consumer and the electronic contract, while the second deals with the civil protection of the electronic consumer before, during and after the contract.

Section One: The nature of the consumer and the electronic contract

The consumer in electronic commerce is the same as in traditional commerce, but they interact through electronic media and tools. Therefore, the electronic consumer has all the rights and benefits enjoyed by consumers in traditional commercial transactions, in addition to considerations related to the specific nature of the electronic contract².

Subsection One: The concept of the e-Consumer

Recently, there has been a significant increase in the use of electronic contracts, due to the demands of modern times, which require speed and trust. The electronic contract has become an alternative solution for concluding contracts and acquiring goods via the electronic network. The method of

¹- Ldghash Salima, *Electronic Consumer Protection in All Stages of Contracting*, in the collected book entitled *Legal Protection of the Consumer in Electronic Transactions - A Comparative Study*, first edition, Alpha Publications, Algeria, 2021, p. 111.

²- Abdel Fattah Bayoumi Higazi, *Consumer Protection via the Internet*, first edition, Dar Al-Fikr Al-Jami'i, Alexandria, 2006, p. 08.

presenting products has shifted from display in physical stores to presentation on websites, so that the contracting party or consumer is no longer obliged to physically inspect the goods and make payment in the traditional way. Instead, this process has been facilitated by electronic means³.

Industry One: The Legal Definition of the E-consumer

The definition of the consumer depends on the definition of consumption, as consumption is not limited to a specific category but is a phenomenon practised by society as a whole. Consequently, all members of society fall into the category of consumers.

Consumption refers to the use of a good or service to directly satisfy a need, rather than using it to produce another good. The Algerian legislator has addressed the concept of the consumer in several legal texts⁴. Article 3 of Law 02-04 on the rules applicable to commercial practices, as amended and supplemented, defines the consumer as “any natural or legal person who acquires goods offered for sale or benefits from services presented, without any professional character.”

Article 1/03 of Law 03-09 on the Protection of Consumers and the Suppression of Fraud defines the consumer as “any natural or legal person who acquires, against payment or free of charge, a good or service intended for final use to satisfy his personal needs or those of another person or a dependent animal”. From this article it can be deduced that:

* Both natural and legal persons may acquire the status of consumer.

* The Algerian legislator has provided a clear and specific definition of the consumer.

* The status of consumer applies to individuals acting to satisfy personal or family needs; professional needs are therefore excluded. Therefore, the legislator does not recognise professionals as consumers and they do not benefit from the specific protection granted to consumers⁵.

Furthermore, the Algerian legislator defines the electronic consumer in Article 06 of Law 05-18⁶ on electronic commerce as “any natural or legal person who acquires a good or service, whether for a price or free of charge, by means of electronic communications for the purpose of final use”. It is clear from the definition in this article that the Algerian legislator has adopted a narrow concept, limiting it to personal purposes, excluding professional purposes, whether for natural or legal persons.

It should be noted that all the above definitions provided by the Algerian legislator are similar; therefore, the electronic consumer is essentially the same as the traditional consumer, except that the electronic consumer uses electronic means of contracting or electronic contracts.

Branch Two: The economic definition of the eConsumer

Economists define the consumer as any individual who purchases goods or services for personal consumption, or as anyone who purchases a consumable good to satisfy their consumption needs in an immediate and direct manner.

Thus, from an economic point of view, the concept of the consumer includes the following elements:

- Individual and family consumption.
- Personal consumption.
- Consumption of goods and services⁷.

Subsection Two: The concept of the electronic contract

A contract, whether traditional or electronic, is formed when an offer is matched by an acceptance. However, the electronic contractual relationship arises when the contract is concluded through

³- Fallah Sofiane, Farraq Ammar, "Civil Protection of the Electronic Consumer", Journal of Research in Law and Political Sciences, Vol. 3, No. 2, June 2018, p. 400.

⁴- Boulekwas Sara, "Civil Protection of the Consumer from Abusive Conditions in Electronic Contracts", Al-Manar Journal for Legal and Political Research, No. 2, September 2017, p. 52.

⁵- Rouchou Abdelkader, "Legal Protection of the Electronic Consumer in Light of Algerian Legislation," Shua'a Journal for Economic Studies, Vol. 06, No. 02, 2022, p. 461.

⁶- Law No. 05-18 of 10 May 2018 on electronic commerce, Official Journal No. 28 of 16 May 2018.

⁷- Rouchou Abdelkader, op. cit., p. 460.

electronic media, which distinguishes it from traditional contracts⁸. This will be clarified by defining the electronic contract (in the first branch) or by clarifying its legal nature (in the second branch).

First branch: definition of the electronic contract

Initially, there was no explicit definition of this type of contract in Algerian legislation; the legislator only referred to the means by which contracts could be concluded and the methods of proving them⁹. However, in 2004, in Law 02-04¹⁰, the Algerian legislator defined the electronic contract as follows “a contract concluded at a distance, without the simultaneous physical presence of its parties, relying exclusively on electronic communication technology”.

Article 64 of the Algerian Civil Code states that contracts concluded at a distance using modern means of communication are considered similar to contracts concluded between parties who are present, since there is no time difference in the exchange of wills.

The Algerian legislator has also used the term “at a distance” in other legal provisions when it comes to remote communication and electronic transactions, as reflected in Article 03 of Executive Decree 378-13, and the same idea was reiterated in Article 06 of Law 05-18 on electronic commerce¹¹.

In this article, the legislator has referred the definition of the electronic contract to the rules applicable to commercial practices, where Article 03 states: “A contract is any agreement or arrangement for the sale of goods or the provision of services, previously drawn up by one party with the consent of the other party in such a way that the latter cannot make any significant changes to it”.

Part Two: Characteristics of the electronic contract

The electronic contract is characterised by a number of features, the most important of which are as follows:

1. The electronic contract is concluded at a distance, as it takes place between two parties who are not physically present.
2. Difficulty in verifying the identity of the parties.
3. Difficulty in determining the competent court for disputes and the applicable law.
4. Difficulty in determining the time of performance and the time when obligations arise.
5. The electronic contract is predominantly commercial in nature¹².

6. The electronic contract is an adhesion contract:

The Algerian legislator has adopted the modern concept of the contract of adhesion:

- The definition of the electronic contract in article 03 of the aforementioned law 02-04.

This text confirms the legislator’s position in adopting the broad modern concept of the contract of adhesion, which does not necessarily require the existence of a legal or de facto monopoly of a good or service by one of the contracting parties in order to confer the status of a contract of adhesion. Instead, it is sufficient that the terms of the contract are unilaterally fixed in advance, so that the other party has no opportunity to negotiate or discuss them. Acceptance of these conditions is therefore no more than submission to them¹³. This is laid down in Article 70 of the Algerian Civil Code¹⁴.

⁸- Boulekwas Sara, op. cit., pp. 46-47.

⁹- Makhmoud Mzkur, "Provisions of the electronic contract in Algerian legislation", Journal of Social and Human Sciences, No. 9.

¹⁰- Law n° 02-04 of 23 June 2004 laying down the rules applicable to commercial practices, Official Journal n° 41 of 27 June 2004, amended and supplemented by Law n° 06-10 of 15 August 2010, Official Journal n° 46 of 18 August 2010.

¹¹- Quoted from Rouchou Abdelkader, op. cit. p. 463.

¹²- Makhmoud Mzkur, op. cit., p. 161.

¹³- Aisha Ksar Al-Layl, “The Legal Description of the Electronic Contract in Algerian Legislation,” Journal of Legal and Social Sciences, Vol. 9, No. 02, June 2024, pp. 773-774.

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7. The electronic contract is concluded by electronic means. This contract does not differ from the traditional contract in terms of the subject matter or the parties, but rather in terms of the method of formation and the means of proof.

8. It has an international character, since the predominant means or mechanism for its conclusion is the Internet, which connects most of the countries of the world. This characteristic raises many legal issues, such as the determination of the applicable law and the competent court for disputes relating to the electronic contract¹⁵.

Section Two: Civil protection of the electronic consumer before and during the conclusion of the contract

In recent years, there has been a significant trend among consumers to meet their needs by electronic means, which has raised many questions. The most important of these is: what guarantees or remedies has the Algerian legislator provided to protect the consumer, both in the pre-contractual phase and during the contract?

Subsection One: Protection of the electronic consumer in the pre-contractual phase

The contractual relationship between the professional and the consumer is characterised by an imbalance, mainly due to the economic and informational power of the professional or intermediary. For this reason, the electronic consumer in particular needs legal rules to protect him against unfair terms imposed by the seller or intermediary.

Area One: Protecting the electronic consumer from misleading advertising

Commercial advertising is considered to be an effective tool for promoting products or sales. Such advertising is a legitimate means used by traders to attract as many customers or consumers as possible. However, such advertising can overstep the boundaries of legality when traders resort to deceptive methods that can influence the consumer's will and lead them to enter into a contract¹⁶. The Algerian legislator has defined advertising in Article 8/2 of Executive Decree No. 90-39¹⁷ on the control and suppression of fraud as follows "any proposal, promotion, statement, offer or advertisement made by visual or audiovisual means". It is also defined in Article 03 of Executive Decree No. 378-13¹⁸ as "any offer or advertisement that shows, suggests or implies that a product has specific characteristics relating to its origin and, where applicable, its nutritional properties, as well as its nature, transformation, ingredients or any other characteristic".

The legislator also addressed the definition of electronic advertising in Article 06/05 of Law No. 05-18 on Electronic Commerce as follows "any advertising aimed directly or indirectly at promoting the sale of goods or services by means of electronic communication".

Thus, commercial advertising is a process of communication between the producer and the consumer that aims to promote goods and services by psychologically influencing the consumer audience and encouraging them to enter into a contract¹⁹.

Misleading advertising, from the point of view of the Algerian legislator, is any advertising that contains statements, data or representations that are likely to deceive with regard to a product or service, its quantity, availability or characteristics, as stated in Article 1/28 of Law 02-04. Therefore, the information provided in misleading advertisements is accurate but insufficient or exaggerated, which leads to misleading the consumer²⁰.

¹⁵- Achir Djilali, Qashi Allal, "The Legal System of the Electronic Contract in Algerian Legislation," *Journal of Legal and Political Thought*, Vol. 6, No. 2, 2022, p. 709.

¹⁶- Kheloui Nasira, "Mechanisms for Protecting the Consumer from Commercial Advertising on the Internet," *Tajsir Journal for Research and Studies*. Vol. 3, No. 01, 2023, p. 107.

¹⁷- Executive Decree No. 39-90, dated January 30, 1990, concerning quality control and the suppression of fraud, amended and supplemented, *Official Journal* No. 5, published in 1990.

¹⁸- Executive Decree No. 378-13 dated November 9, 2013, which sets forth the conditions and procedures concerning consumer information, *Official Journal* No. 58, published in 2013.

¹⁹- Kheloui Nasira, *op. cit.*, p. 109.

²⁰- Hamdani Mohammed, Slane Azzouz, "Protecting the Consumer from False and Misleading Advertisements," *Judicial Jurisprudence Journal*, No. 2017, p. 284.

False advertising is a claim or assertion that is contrary to the truth and is therefore a deliberate act intended to mislead the consumer or recipient by distorting the facts by affirming what is false, inaccurate or incomplete, i.e. what cannot practically be fulfilled²¹.

False or misleading advertising deceives the consumer and can be referred to as misleading advertising. The rationale for considering false advertising as deceptive is that it both misleads and tricks the consumer.

Consequently, when advertising goes beyond its legitimate boundaries, it becomes misleading or false, which is considered an unlawful act because it harms the consumer. It is therefore essential to protect consumers by strengthening the liability of the producer or trader²².

Misleading advertising is one of the main risks threatening various consumer rights, in particular the right to obtain accurate information about the goods or services they buy.

Moreover, misleading or false advertising affects consumers' willingness to buy goods and services that they would not have bought if the advertising had been truthful. This is particularly true in electronic markets, where consumers are more likely to encounter misleading advertising for a number of reasons. These include the supplier's or advertiser's reliance on images to depict goods, which may not accurately reflect the reality of the product. In addition, the consumer's interaction with a supplier or operator in the virtual world increases his exposure to misleading advertising, which makes it easier for the supplier to evade responsibility²³.

There are a number of legal rules designed to protect the electronic consumer from misleading advertising, the most important of which are:

First: The requirement for clarity in advertising

Clarity in electronic advertising means that it must include all relevant information about the goods or services being contracted for, which would provide the consumer with a clear and informed understanding of the advertised product or service. This ensures that the consumer has a conscious and informed will as to what they are accepting.

The Algerian legislator requires clarity in advertising in several legal texts, in particular Article 05 of Law 02-04 on the rules applicable to commercial practices and Article 18 of Law 03-09 on consumer protection and the fight against fraud. The legislator stipulates that pre-contractual information must be comprehensible, legible and indelible and requires the use of the Arabic language for this purpose. The same obligation is reiterated in article 11 of Law 18-05 on electronic commerce, which requires the electronic supplier to present commercial offers in a visible, readable and comprehensible manner.

Second: Prohibition of misleading electronic advertising

The Algerian legislator has prohibited misleading advertising through Article 13 of Executive Decree No. 90-367²⁴, which states that "The use of any sign, label or means of presentation or any method of use, display or sale likely to cause confusion in the mind of the consumer is prohibited."

The legislator also established, in Article 28 of the aforementioned Law 02-04, the prohibition of any misleading advertising, in particular when it contains statements, data or representations likely to deceive as to the definition of a product or service, its quantity, availability or characteristics.

²¹- Barabeh Mounir, "Protecting the Satisfaction of the Electronic Consumer Between the Provisions of the Civil Code and Consumer Protection Laws," *Al-Ustadh Al-Bahith Journal for Legal and Political Studies*, No. 5, March 2017, p. 76.

²²- Kheloui Nasira, *op. cit.*, p. 112.

²³- Bashayer Abdullah Al-Samari, Awatef Zarara, "Aspects of Consumer Protection from Forms of Misleading Advertising," *Al-Bahith Journal for Academic Studies*, Vol. 08, No. 03, 2021, p. 1044.

²⁴- Executive Decree No. 367-90 dated November 10, 1990, concerning the labeling of food products, *Official Journal* No. 50, published in 1990, amended and supplemented by Executive Decree No. 484-05 dated December 22, 2005, *Official Journal* No. 83, published in 2005, repealed by Executive Decree No. 378-13 dated November 9, 2013, which sets forth the conditions and procedures concerning consumer information, *Official Journal* No. 58, published in 2013.

In addition, the same principle is articulated in Article 56 of Executive Decree No. 13-378, which states: “Any false information or advertising likely to cause confusion among consumers is prohibited”.

The Algerian legislator has also prohibited misleading electronic advertising in Article 30 of Law 05-18 on Electronic Commerce, which states: “...to ensure that all the conditions to be fulfilled in order to benefit from the commercial offer are not misleading or ambiguous²⁵”.

The second branch: the right to electronic information

One of the guarantees established by the Algerian legislator for consumers in general is the right to information, as set out in Article 17 of the Law on Consumer Protection and the Prevention of Fraud. This law gives consumers the right to be informed about products. It is the producer’s responsibility to provide all relevant information about the product in Arabic, whether in traditional or electronic contexts, so that the consumer can understand all its characteristics and components. Through this right (the right to information), consumers can learn about all the positive aspects of the product, as well as its negative aspects and possible side effects, and the situations in which it should not be used.

There are also other legal texts that affirm the consumer’s right to information, such as Article 18 of the Consumer Protection Law, which states: “Labelling information, methods of use, instructions for use, product guarantee conditions and any other information provided for in the applicable regulations must be written primarily in Arabic. In addition, one or more other easily understandable languages may be used in a visible, legible and indelible manner”. Similarly, Article 352 of the Civil Code obliges the seller to inform the buyer of all the essential characteristics included in the sale²⁶. In addition to Law 05-18, which imposes strict obligations on the electronic supplier for the benefit of the electronic consumer in order to achieve contractual equilibrium, these obligations must be fulfilled in accordance with the principle of good faith, with penalties for non-compliance, such as ensuring compliance with delivery standards, establishing the right of withdrawal and the obligation to provide information.

Article 13 of Law 05-18 states that “The electronic contract must contain, in particular, the following information

- Detailed characteristics of the goods and services.
- Delivery conditions and methods.
- Warranty and after-sales service conditions.
- Conditions for terminating the electronic contract...”

Article 10 of Law 05-18 states: “Every electronic commercial transaction must be preceded by a commercial offer and documented by an electronic contract approved by the electronic consumer”.

Article 11 of the same law states: “The electronic supplier must present the commercial offer in a visible, legible and comprehensible manner and must include at least the following information, but not exclusively

- Tax identification number, physical and electronic addresses and telephone number of the electronic supplier.
- The tradesman’s registration number or professional card number.
- The nature, characteristics and prices of the goods and services offered, including any fees.
- Availability status of the goods or services.
- Delivery times, costs and deadlines.
- General conditions of sale, in particular those relating to the protection of personal data.
- Commercial guarantee and after-sales service conditions.
- Method of calculating the price, if it cannot be predetermined.
- Payment methods and procedures.
- Termination conditions, if any.

²⁵- Quoted from Khashiba Hanan, Dish Tuwaria, “Protection from False and Misleading Electronic Commercial Advertisements,” Algerian Journal of Comparative Law, Vol. 05, No. 10, 2022, pp. 14-16.

²⁶- Quoted from Fallah Sofiane, op. cit., p. 403.



- A full description of the various stages of the electronic transaction.
- Period of validity of the offer, if applicable.
- Conditions and deadlines for withdrawal, if applicable.
- Method of confirming the order.
- Delivery date and price of the product subject to the pre-order and, if applicable, how to cancel the pre-order.
- Method of return, exchange or refund of the product...”.

In the event of failure on the part of the electronic supplier to comply with the provisions of Articles 10 and 13, the electronic consumer may claim the rescission of the contract and compensation for the damage suffered²⁷.

Subsection Two: Civil Protection of the Electronic Consumer During and After Contracting

The electronic contract is concluded similarly to a traditional contract, with an offer and acceptance, and the acceptance must correspond to the offer. However, the electronic offer made through websites closely resembles the offer in contracts of adhesion, as it often takes the form of a general offer directed continuously to the consumer public, containing uniform terms for all. Consequently, the identity of the accepting party is of little significance to the offeror. The legislator, in the Electronic Commerce Law, requires that every electronic commercial transaction be preceded by a commercial electronic offer that includes the basic standardized terms for contracting²⁸.

First branch: protection of the will of the electronic consumer

According to Law 05-18 on electronic commerce, the electronic consumer is defined as any natural or legal person who, by means of electronic communication, acquires a good or service from the electronic supplier for final use, whether for payment or free of charge. This means that anyone who contracts for professional purposes to satisfy personal needs is not considered a consumer and therefore does not benefit from the privileges granted to consumers.

As stated in article 12 of law 05-18, any order for a product or service must pass through three obligatory stages:

1. Provision of the contractual conditions: The terms of the contract must be accessible to the electronic consumer so that he or she can enter into the contract with full knowledge and awareness, thus avoiding any defect in his or her will, such as error or fraud.
2. Verification of order details: The electronic consumer must be able to verify the details of the order, in particular the nature of the products or services requested, the total price and the quantities requested. This will enable him to modify, cancel or correct any errors in the order.
3. Confirmation of the order: this step leads to the conclusion of the contract.

The same article stipulates that the choice of the electronic consumer must be explicit (i.e. there must be a clear expression of will) and that the pre-completed fields intended for the electronic consumer must not contain any data intended to guide his choice. Conversely, the electronic consumer must pay the agreed price when the contract is concluded and must sign a receipt when the product or service is delivered²⁹.

The second area: protecting the electronic consumer against unfair terms

The Algerian legislator has defined an unfair term in Article 5/3 of Law No. 02-04, which lays down the rules applicable to commercial practices, as follows “Any clause or condition, whether alone or in conjunction with several other clauses or conditions, which creates a clear imbalance between the rights and obligations of the parties to the contract...”.

The legislator has also clarified the main clauses that may be considered unfair when included in the contract between the consumer and the seller or supplier in Article 29 of Law 02-04: “The following clauses or conditions shall be considered unfair in contracts between the consumer and the seller, in particular those granting the latter

- Rights or privileges that do not correspond to similar rights or privileges granted to the consumer.

²⁷- Article 14 of Law 05-18 concerning electronic commerce.

²⁸- Aisha Ksar Al-Layl, op. cit., p. 775.

²⁹- Articles 16 and 17 of Law 05-18 concerning electronic commerce.

- Immediate and definitive obligations on the consumer when concluding the contract under conditions that the seller may fulfil at his discretion.
- The right to alter the essential terms of the contract or the characteristics of the goods or services supplied without the consumer's consent.
- The exclusive right to interpret one or more of the terms of the contract or to make decisions concerning the conformity of the commercial transaction with the terms of the contract...".

In addition, there are various definitions of unfair terms in legal doctrine, including: "An abusive term is a term that creates a contractual imbalance in favour of the professional or trader against the consumer, who lacks the technical and economic knowledge".

Another definition states: "The condition imposed by the stronger party in the contract to achieve personal objectives, without regard to the will and interests of the other party, who bears the burden of the condition without having the right to negotiate it"³⁰.

Although the Algerian legislator does not explicitly mention the protection of the electronic consumer against abusive conditions imposed by suppliers, it has imposed certain obligations that fall within the framework of the protection of the electronic consumer, such as the obligation to provide information or what is known as the electronic commercial offer. The law on electronic commerce 05-18 sets out the conditions of the offer, which are given by way of example³¹.

If the trader fails to comply with his information or offer obligations, the consumer may request the cancellation of the contract and compensation for any damage suffered³².

Chapter Three: Protection of the electronic consumer after the conclusion of the electronic contract

According to Article 18 of Law 05-18, after the conclusion of the electronic contract, the electronic supplier is legally responsible towards the electronic consumer for the proper performance of the obligations arising from this contract. However, the electronic supplier may be exempted from all or part of his liability if he proves that the consumer has failed to fulfil his obligations or has failed to perform them properly, or in the event of force majeure.

The electronic supplier must send the electronic consumer an electronic copy of the contract and must also prepare an invoice to be sent to the electronic consumer³³.

The electronic supplier is obliged to deliver the agreed product or service to the electronic consumer, otherwise he loses the right to claim payment for the product or service and the delivery costs.

The electronic supplier must respect the delivery deadlines, otherwise the consumer can return the product in its original condition within a maximum of four working days from the actual delivery date, with the possibility of claiming compensation.

The same rule applies if the product delivered does not correspond to the order or is defective³⁴. In this case, the electronic supplier must do the following:

- Deliver a new product that conforms to the order.
- Replace the product with a similar one.
- Cancel the order and refund the sums paid, with the possibility for the consumer to claim damages.

The supplier must refund the sums paid within 15 days of receipt of the product³⁵.

Conclusion:

Through our research on the civil protection of the consumer in electronic contracts, we have reached the following conclusions:

The electronic consumer enjoys the same legal protection that the Algerian legislator has provided for traditional consumers in various legal texts, notably Law 03-09 on the protection of consumers

³⁰- Abbas Ghaniya, "Protecting the Contractual Will of the Electronic Consumer Against Abusive Conditions," *Journal of Rights and Freedoms*, Vol. 11, No. 1, 2023, pp. 812-813.

³¹- Articles 10, 11, and 12 of Law 18-05.

³²- Article 14 of Law 18-05.

³³- Article 19 of Law 18-05.

³⁴- Articles 20, 21, and 22 of Law 18-05.

³⁵- Article 23 of Law 18-05.

and the fight against fraud. However, what distinguishes the electronic consumer is the acquisition of goods or services by electronic means.

The specific nature of the electronic consumer has required the Algerian legislator to enact specific legislation providing adequate guarantees and protection against the electronic supplier, as seen in Law 05-18 on electronic commerce.

RECOMMENDATIONS:

Electronic transactions have become a necessity for consumers, especially since the COVID-19 crisis until today. Therefore, the legislator must issue more legal and regulatory texts in this area.

There is a need to raise awareness among electronic consumers about these electronic transactions and the rights and obligations they entail.

Legislative texts should be adopted to increase the liability of electronic professionals so that they do not have the opportunity to deceive or mislead the electronic consumer.

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