

<b>RESEARCH ARTICLE</b>	<b>Customer Civil Protection in E-Contracting</b>
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<b>Keywords</b>	Customer, Civil Protection, European legislations, Iraqi legislations, E-Contracting, Consumer rights and privileges, Consumer.
<b>Abstract</b>	<p>Given the development taking place in the field of electronic contracting, in which the consumer is one of the main parties in many cases, the consumer has become a hostage to the terms of the provider when contracting electronically to purchase a specific commodity or service, Especially when the Consumer's in great and urgent needs for that goods or services. Hence the need arises to clarify the appropriateness of the legal rules in the legislation governing (Customer) consumer rights and protecting in electronic contracting (remotely), indicating the dominance of the provider or service provider to the consumer in a contractual relationship that sometimes involves deception and fraud. at the time, and the consumer's need for that service or commodity may be occupied in Imposing arbitrary conditions that harm the consumer, which requires the legislative bodies to develop the related Codes For Consumer Protection.</p>
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## Introduction

The revolution of modern means of communication, especially the Internet, is the most prominent feature of the modern era after communications were limited to telephone, wired, fax, and postal messages. Thanks to modern communication networks, the transfer, and presentation of information have become the easiest and fastest possible between people and even outside the territory of one country.

The electronic contract is considered the result of modern means of communication, especially in developing countries such as Iraq and the countries of the Arab world. In a distinctive way to conduct commercial deals in providing investment opportunities and to avoid many of the traditional trade obstacles, such as the current Corona pandemic, transportation problems, tariff, and security conditions in countries such as Iraq and other problems.

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The emergence of electronic commerce and the accompanying development so that it became conducted via the web, had a great effect on the legal system. The so-called cross-border e-shopping appeared, and the procedures that followed to reach the electronic contract, in which the consumer is often one of the main parties.

Hence the need arises to develop the concepts and legislation to protect the Purchaser or the consumer in the e-market, as the legal protection for the consumer, Whether at the pre-contract stage, or at the stage of concluding the electronic contract, or at the stage of implementing the electronic contract, it is considered very important because the consumer is the vulnerable party, because of their necessary constant needs, and therefore he is subject to unusual and unfair conditions for the consumer, as the supplying company is the controlling party's in this contract in compared to the consumer.

In addition to the above, the consumer needs legal protection because of the risks, lack of security, and many problems through the electronic network. Consumer protection in contracting is one of the most important and most topics that need research and detail because of the novelty of this topic, and the practical development that accompanies electronic contracting so that the world has become a large market within a computer screen Small, through which it is possible to go to the sites and see the terms of purchase and contract, and access to the particular good or service.

On the other hand, the emergence of large economic blocs in the electronic market has led to the alerting of many countries to expedite the development of legislation based on consumer protection in electronic contracting.

## The purpose and objectives of the study:

The purpose of the article is to conduct a comprehensive analysis of the legal status of E-contracting and Consumer protection in Europe and the Republic of Iraq to clarify the consumer's need for protection from the traditional and technical perspective, and to reveal the extent of the need for consumer protection when concluding electronic contracts.

The purpose is achieved by solving the following objectives:

- Defining electronic contracting and Clarification its elements.
- Defining the consumer in Iraqi law and comparative laws.
- Rationales of consumer protection justifications in electronic contracting.
- Clarify the rights and privileges included in the Iraqi Consumer Protection Law for the consumer.
- Has the Iraqi legislator created a comprehensive definition of electronic contracting consistent with international legislation?
- Has the Iraqi legislator created a comprehensive definition of the consumer, which ist with international legislation?
- Has the Iraqi legislator created an integrated legal scope for consumer protection in electronic contracting?

- Is there differences in the field of consumer protection in e-contracts between in-force Iraqi legislation and comparative laws?
- How did the Iraqi legislator care about providing civil protection to the consumer in the electronic contract?

### **The research Methodology:**

The methodological of the article is the controversial Approach to the problem under consideration using general and private methods of scientific Knowledge, formal legal, and logical, socio-psychological, system analysis.

In the research process, the achievements of the sciences of civil, private international, European legislations, Iraqi legislations, and Consumer Civil Protection Laws. This Study is divided into two parts: the First part Presents: The Concept and characteristic of an E-Consumer (Customer), and the second part Presents: the Concept and Elements of an electronic contract.

### **The structure and volume of the Article:**

The structure of the article consists of an introduction, purpose and objectives, research Methodology, Funding Acknowledgements, two sections, the conclusion, Recommendations, and the list of references. The total volume of the thesis is 14 pages; the list of references includes 12 titles.

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### **1.1 The Concept and characteristic of an E-Consumer (Customer):**

The consumer, to satisfy their needs, seeks to enter into contractual relations with others to obtain their need of goods and services, and Canadian law defines the consumer as “the natural person, except for the merchant who obtains goods or services for their work(Consumer Protection Act, CQLR c P-40.1, 2018).

While the European Directive No. 7/97 defines the consumer as “every natural person who concludes a contract for purposes not within the scope of their professional activity” (The and Union, 1997)

The Lebanese legislator agreed in defining the consumer with the Canadian legislator and the European Directive No. 7/97 in the definition of consumer. And defined as “the natural or legal person who buys, rents, uses or benefits from a service or commodity for purposes not directly related to their professional activity”(Lebanese Consumer Protection Code, 2005).

The New Zealand legislator defined the consumer as “means a person who obtains from a supplier of goods (the merchant) or services of a kind normally obtained for personal or domestic use or consumption”(New Zealand Consumer Guarantees Act, 1993).

While the Iraqi legislator differed in the first article of the Consumer Protection Law to define the consumer “is the natural or legal person who is supplied with a commodity or service to benefit from it”(Iraqi Electronic Signature and Electronic Transactions Law, 2012).

The Iraqi legislator did not specify the type of interest, is it for financial interest or consumption only? Which makes this definition includes the merchant who supplies goods for financial interest, not for personal or household consumption as stipulated by most of the legislation that we reviewed previously, unlike the case for the natural consumer who consumes to satisfy their personal needs, not professional or commercial.

The Italian legislator agreed with the rest of the definitions of European legislation (Canadian, New Zealand), where the consumer or Purchaser defined in Article (3) (A) “any natural person who acts for purposes outside of trade, their work or their profession”(Italian Consumer Code, 2005).

Among other laws that have been agreed upon by European legislation in defining the consumer is the Belarusian law, where the consumer is defined in (Chapter One - Article No. 1) “that every individual intends to order, purchase, or request the purchase of a product (work or service) or use a product (as a result of work or service). exclusively for personal, family, household and other needs not related to entrepreneurial activity.”(Belarusian consumer protection Law, 2002).

According to a part of economic jurisprudence, the consumer "is the last person in the economic process or the person with whom the trading process ends, and the stage of production and distribution precedes (Barten and Böhm, 1982).

On the other hand, the consumer in the scope of electronic commerce transactions is the same as the consumer in the traditional contracting process, but he only deals through electronic media, and therefore the electronic consumer enjoys all the rights and privileges that the consumer enjoys in traditional contracts.

The researchers see from the foregoing in the definition of the consumer: he is the person or the natural individual who maintains the consumer process to consume the good or service to satisfy their needs, not for craft or professional purposes. Consumption and use (not for artisanal or commercial purposes).

Through the foregoing definitions, we can derive the conditions that are available to acquire the status of a consumer, which is evident through the following:

1. Non-artisanal purpose: The criterion for determining the non-artisanal purpose is that the purpose of using services or goods is for consumption and not for a craft purpose. The researcher believes from the foregoing that jurisprudence came in agreement with most of the legislation in defining the concept of the consumer, which is related to the people who use goods and services for consumption and not for the professional or craft purpose that deviates from the framework of describing the consumer
2. The goods and services subject to consumption: it appears from the various legislations that they included all services or goods that are subject to consumption as long as they are used in the literal sense of the term consumption. The conditions also extend to services to include all payments that use money except for the preparation of goods, and these services have a material nature such as repair and cleaning, or an intellectual nature such as legal advice and medical services.

### 1.2 Justifications consumer protection in electronic contracts:

The significance of electronic consumer or Customer protection as a party to the contract becomes more necessary in electronic transactions due to the privacy of the contract in them, as most consumers do not have sufficient experience compared to the provider or merchants, so we will try to address the justifications for protecting the electronically contracted consumer and from the following aspects:

- 1) inexperience: Due to the expertise and professionalism enjoyed by the supplier or the vendor as a party to the contract, and the lack of experience with the consumer, this led to consumers' reluctance to conclude an electronic contract, and it comes from the little experience and professionalism in confronting the experienced and professional supplier in their activity and field, and that the consumer, on the other hand, is ignorant of Sufficient and necessary information about the commodity or service provided via the Internet, and from here it was necessary to have legal rules that work to protect the consumer from all deception, fraud, or what could compromise consumer satisfaction, and this is what was disclosed by the objectives of legislation concerned with consumer protection, including the Iraqi Law (Iraqi Electronic Signature and Electronic Transactions Law, 2012).
- 2) Consumerism: In electronic commerce contracts, the commodity or service subject of the contract is not within the reach of the consumer, which exposes the contractor to the risk of falling victim to the temptation and negative advertising influence issued by the provider or merchant. Such practices affecting the consumer's decision cannot be limited to Contracting and their desire to satisfy their needs via the Internet, and part of the jurisprudence goes that the risks are great in the consumer process in all its phases, particularly in the phase of concluding the electronic contract.

To protect the consumer or the Customer from the risk of the goods and services they require, and to protect them from the problem of might be a victim to fraudulent, therefore the legislator should regulate consumer protection in electronic transactions to extract the necessary mechanisms or methods to restore the balance between the consumption and the harm and risk threat to the consumer.

- 3) Inadequate legal means to protect the electronic consumer: The protection of the interests and rights of the electronic consumer is insufficient in the context of dealing with e-commerce in Iraq, and its reasons are due to the recentness of dealing with electronic commerce as it is mostly international transactions conducted through the Internet, the noticeable rise in the number of these Commercial transactions in light of the Covid-19 pandemic constitute a motive and justification for the legislator at the national and international levels to derive contemporary legal rules(UNCTAD, 2021).

4) Justifications for consumer protection from a technical perspective: Consumer protection from a technical perspective is summed up in the consumer's lack of technical informational enlightenment. The consumer is faced with not knowing what is happening in front of their screen and language problems. In addition to the above, their lack of knowledge of the Internet may lead to the consumer being deceived by hackers through fake or hijacked websites or fake contracts (Koong et al., 2008).

### 1.3 The consumer rights and privileges:

Many modern legislations have paid attention to and care for consumer rights by adopting contemporary legal provisions aimed at achieving judicial legislative consensus on protecting consumers' interests and in line with the reality of cross-border electronic commerce.

And between the legislator's desire to promote electronic commerce, and the application of the principle of civil protection for the consumer, we find some legislations have developed a set of contemporary legal rules aimed at protecting the interest of the consumer in general, but the need remains for legal rules that deal more privately with the consumer or the electronic Purchaser.

Preserving consumer rights is the main reason that prompts the legislator to set legal rules aimed at guaranteeing these rights and ensuring consumer safety from the risk of falling victim to the other party of the contract. The Iraqi Consumer Protection Law No. 1 of 2010 referred to several rights, including:

A. The Right to Litigation: The Iraqi Consumer Protection Law has granted the right to sue and file a lawsuit in the event of damages or breaches of consumer rights, and it was clearly stated in Chapter Three (Article 6, Second) "The consumer has the right if he does not obtain the information stipulated in this Article." Returning the goods in whole or in part to the supplier and/or the trader to the supplier and claiming compensation before the civil courts for the damage incurred to their money as a result of that."(Iraqi Consumer Protection Law, 2010).

The researcher believes that the legislator has given this right to the consumer in the event of a breach of their rights According to the Consumer Protection Law and the general rules of the contract, and the electronic consumer benefits from this right as the Iraqi legislator has united the concept of the consumer in traditional and remote contracting.

B. Freedom of choice: The Iraqi legislator grants the consumer to think before entering into the contract, and the aim is in the interest of the consumer in terms of choosing the commodity and building their decisions by contracting on the sound will free of defects.

This right is linked to the consumer or the electronic Customer coolness to make the choice and thinking of the commodity or service away from the influence of the supplier or merchants when the consumer makes a contract, and this appears in the Iraqi Consumer Protection Law No. 1 of 2010 (Chapter Three, Article 6 Fourth) with its text "The consumer has the freedom to choose The good or service offered for its price without any intervention from the provider"(Iraqi Consumer Protection Law, 2010).

C. The right to obtain Full information about the specifications of commodities and services: This means that the consumer or the Customer has the right to know the information related to the offered products and their price, and condition that is included in e-commerce contracts, and in general, it means that the contractor must provide the supplier or the vendor to the other party with the necessary information to help the consumer make a decision Contracting or not and this the most important rights adopted by the Iraqi legislator in Chapter Three, Article Six (b) of the Consumer Protection.

### 2.1 The Concept of electronic contract:

The contract, in general, is a legal process resulting from the convergence of two or more wills to create a specific legal effect, and since the beginning of the commercial transaction, the contractual relations were based on the link between the offer and the realistic material of offer and acceptance between the two parties to the contract(Wang and Madson, 2013).

When talking about electronic contracting, we must first know the reality of the concept of the contract, which civil legalization considers one of the most important voluntary sources of commitment, Article (73) of the Iraqi Civil Code defines the contract as (the link of the offer issued by one of the contracting parties to the acceptance of the other in a manner that proves its effect on the contracted upon)(Iraqi Civil Code, 1951).

As a result of the development and spread of means of communication, especially the Internet, in a remarkable way, and the prevalence of contracting through those means, which was approved and accepted by producers, suppliers, and

even consumers in using electronic means for commercial purposes, so the concept of electronic contracting is associated with consumption contracts to a large extent.

The Canadian legislator defined in the Law on Consumer Protection in Section One (i ((54.1)) of the remote contract as “a contract between a merchant and a consumer without a physical presence between them in the event of an offer or acceptance that the offer is not directed to a specific consumer”(Consumer Protection Act, CQLR c P-40.1, 2018).

On the other hand, the second article of the European directive issued on May 20, 1997, related to consumer protection in remote contracts, defined it as any contract related to goods and services made between suppliers and a consumer or a customer through the organizational framework for distance selling or providing services organized by the provider or the supplier, which It is done by using one or more of the electronic means of communicating till the completion of the contract (The and Union, 1997).

Some efforts go into linking electronic contracting with electronic commerce, most notably what was adopted by the United Nations Commission on International Trade Law (UNCITRAL), which prepared a model law on international trade (‘Model Law on Electronic Commerce adopted by the United Nations Commission on International Trade Law : resolution /’, 1997).

As for the Arab legislation, the Iraqi legislator goes by defining the electronic contract as “the connection of the offer issued by the offer of one of the contracting parties to the acceptance of the other in a way that proves its effect on the contract that is made by electronic means” (Iraqi Electronic Signature and Electronic Transactions Law, 2012).

The British Consumer Protection Act defines a tile contract (electronic) “means a contract concluded between a merchant and a consumer under a remote sales system without the simultaneous physical presence of the merchant and the consumer, with the exclusive use of one or more means of remote communication even including at the time of the conclusion of the contract.” (The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, 2013).

As to the Italian legislator did not differ from the British legislator in the definition, as it defined the remote contract in Article 50 as “any contract related to goods or services concluded between a professional and a consumer using one or more means of remote communication until the moment the contract is concluded”(Italian Consumer Code, 2005).

From the foregoing, the researcher believes that the electronic contract (remotely): is the contract concluded between the merchant, the professional or the owner of the commodity and the consumer through one of the means of remote communication, provided that the contracting parties are in a different location at the time of the conclusion of the contract.

## 2.2 Elements of the electronic contract (remotely):

The contract cannot be established or considered valid without the fulfillment of its basic pillars, which can be summarized as follows:-

The Consent in the offer and acceptance (Bayern, 2015): This pillar is considered the first and most important pillar, as this pillar has a characteristic that distinguishes it from direct contracting (traditional contracts). It also seems that most legislations agreed that the conclusion of the contract is linked to the offer and acceptance, and in general, the offer is defined as “a firm and complete offer to contract according to certain conditions directed to a person or a specific person or to persons who are not designated by themselves or for all and it is only express And he may write, pronounce, in writing, or take any other position, therefore, it is not considered an affirmative mere invitation to negotiation or announcement, even if it includes all the main elements of the contract. It is worth noting that the affirmative corner is what distinguishes the traditional contract from the electronic contract, where the offer in electronic contracts is not directed to specific persons, unlike the case in traditional contracts.

The offer of goods (electronically) with an indication of their prices is considered positive. As for the offer directed (usually through advertising offers) to the public or individuals, it is not considered positive in the real sense, but rather is an invitation to negotiation, and some scholars hold that the difference between the offer and the invitation to negotiation is a functional separation. The function of the invitation to negotiation is just an announcement by its owner of their desire to contract to discover who has a corresponding desire, while the offer aims to formulate a legislature or a specific relationship that can be transformed into a full-fledged contract as soon as the acceptance is announced. Who is directed to their for their acceptance, as for how the offer is made, it is by speech, writing, or by the commonly used sign of the mute, and this is what the Iraqi legislator went through in Article 79 of the Civil Code (Iraqi Civil Code, 1951).



Also, the expression of the offer usually takes an explicit manifestation, whether it is written or by sign or by taking a stop, so that the circumstances of the situation do not leave doubt in its evidence of the truth of the intended, such as the merchant's display of goods in front of the destinations of the shops or inside if entry is permitted in front of the public to this place, with labels indicating their prices on them.

Based on the foregoing, the case of a remote offer addressed to the public falls within the framework of a contracting or negotiation invitation, which is not an offer, and the difference indicates if the offer is directed to a specific person or persons. But if the offer is directed to all people via Internet sites (websites) and even other audio or visual means, it is not considered an affirmation. As for the validity of the offer in the case of electronic correspondence (e-mail) addressed to a particular person to contract, then the offer, in this case, is considered Answer since it deals with or provides for an express expression of the will of the offeror and intends to contract with the person to whom it is consigned.

It is worth noting that the universality of the Internet and the language difference factor between the contracting parties may dictate the case of submitting the offer in more than one language so that the electronic offer can produce its legal effect with the other contractor via the Internet. an English-speaking person or a German television propaganda program, they may not expect to receive all information in their national language, if the advertising medium is distributed outside the area of its linguistic borders, and the consumer decides to contract, then those language-specific rules should not be an obstacle to this cross-border contract.

And this is one of the most important problems of remote contracting, as often exploitation or fraud occurs about the supply side because of the difference in language, which was not addressed by the Arab legislator, while the Council of the European Union the language problem in Directive 97/7/EC of 1997 and made the language issue a prerogative Member States (The and Union, 1997).

Based on the foregoing, the Arab countries must address this issue to protect the local consumer and the foreign consumer from fraud, deception, or misunderstanding due to language by choosing a unified language for contracting between residents represented in Arabic and English if one of the parties to the contract is a foreigner (who does not speak or understand the language) The reason for the preference of the English language over the rest of the languages is because it is more common or widespread in the countries of the Arab world and other countries of the world.

As for the acceptance pillar, it means the approval issued by the offeree (e-costumer, e-buyer, consumer) to the offer made by the offeror (provider, merchant, seller) in their affirmative. For the contract to be concluded, the acceptance must match the offer without an increase, decrease, or modification, but if it includes something of that, then it is considered a refusal of the offer, and what is included in the modified acceptance becomes a new affirmation that needs to accept the first obligator so that the contract is made according to what the acceptor provided. If the acceptance is not achieved in this way, the contract does not take place.

It is worth noting that the universality of the Internet and the language difference factor between the contracting parties may dictate the case of submitting the offer in more than one language so that the electronic offer can produce its legal effect with the other contractor via the Internet. an English-speaking person or a German television propaganda program, he may not expect to receive all information in their national language, If the advertising medium is distributed outside the area of its linguistic borders and the consumer decides to contract, then those language-specific rules should not be an obstacle to this cross-border contract. Yet, where there is often exploitation or fraud with regard to the supply side because of the difference in language, which has not been addressed by the Arab legislator, while the Council of the European Union the language problem in Directive 97/7/EC of 1997 and made the language issue a prerogative of member states (The and Union, 1997).

And acceptance is usually in electronic shopping by clicking on the Agree field or buying or typing the word Agree, as is the case in electronic stores (such as Amazon, eBay) and many other shopping sites.

The reality of electronic commerce activity via the Internet is not bound by the borders of countries, meaning that it is a reality that transcends geographical and political borders, so the positive may appear on the network in a country that may encounter acceptance from another place outside the same country, so we note that some contracts expressly state what can be called the scope of coverage i.e. the scope covered by the offer.

1. The Capacity and free will to contract (Martella, 2018): According to the general rules, the contract requires the existence of two identical wills, and for the validity of the conclusion of the contract, the existence of the two wills and the congruence and correlation of the offer and acceptance is not sufficient, but rather it is required that costumer will is free from defects and issued by a person fully qualified to conclude the contract Also, the contract must be specific to the subject matter of the contract, and legitimate in its cause, for these, are the Elements of the

contract and the contract cannot be concluded without them, and most of the legislations have adopted them. A contract is a legal act based on the will, and the will is not existent, i.e. non-existent if it is issued by someone who does not own it, such as an undistinguished boy (A minor).

2. The subject of the contract: what is meant by the subject of the contract is the performance that the debtor must perform for the benefit of the creditor." Example: The seller's obligation to transfer the ownership of the sold commodity and the place of the buyer's obligation is to pay the cost, and the subject of the contract must meet the following conditions: -
  - I. To be present or possible: if the subject of the contract is the transfer of a right in rem or the performance of an act related to a specific thing, such as transferring ownership of a specific thing, or performing an act related to a specific thing; As the obligation of the lessor to enable the lessee to benefit from the leased property, in this case, the subject of the right, which was contracted to, must be present at the time of the conclusion of the contract.
  - II. To be specific or assignable: If the subject of the obligation is the transfer of a right in kind, then here a distinction must be made between valuable things and like things. This land is unambiguously defined by the location, area, and boundaries, but if the subject of the contract is one of the "quantities" then the type and amount must be specified, such as the sale of one ton of national wheat.
  - III. Negotiable and legit: The subject of the contract must be one of the things that can be dealt with, i.e. legitimate, and the principle is that all things are valid to be the subject of financial rights if they do not come out of the transaction by nature or by the law, the things that It is outside the transaction by its nature, such as seawater, air, and sunlight. It cannot be owned or transferred, except in the case of its inventory and disposal and accordance with the conditions stipulated by the law. Otherwise, the contract may be challenged due to the illegality of the subject of the contract.

Either about things that are outside the scope of dealing by law, such as public property, it is not permissible to dispose of it or sell it, by prescription, or by any other legal disposal, as well as human trafficking, drugs, counterfeit money, and unlicensed weapons, or everything that violates public order and public morals.

### Conclusions:

1. Most of the European regulations have agreed on the definition of remote contracting. It is a contract between two parties, one of whom is a trader or a professional, and the other is a consumer, which is done through one of the means of remote communication, provided that the contracting parties are in a different place and time at the time of the conclusion of the contract.
2. The Iraqi legislator and European legislation differed in the concept of the consumer. He gave the legal personality and the natural personality the status of the consumer, while the status of the consumer in European legislation was limited to the natural personality whose purpose is to satisfy a need and not for commercial, professional, or craft purposes.
3. Inadequate Arab legislation, including Iraqi legislation, in protecting consumers from fraud and deception.
4. The Iraqi legislator and European legislation differed in the concept of the consumer, as he gave the legal personality and the natural personality the status of the consumer, while the status of the consumer in European legislation was limited to the natural personality whose purpose is to satisfy a need and not for commercial, professional or craft purposes.
5. The insufficiency of Consumer Protection Law No. (1) Of 2010 in the usual or electronic contracts (remotely) in the following aspects:
  - A. Not to deal with abusive conditions towards the consumer.
  - B. The Iraqi legislator has not established procedures for the supplier to be in cases where the commodity is harmful to the health of the consumer.

### Recommendations:

1. We suggest to the Iraqi legislator to amend the definition of the consumer contained in the Iraqi Consumer Protection Law No. 1 of 2010 to ((: It is the person or the natural individual who maintains the consumer process to consume the commodity or service to satisfy their needs and not for craft or professional purposes. It should be noted



that the legislation concerned with the protection of the consumer agreed to include all persons who obtain goods or services with the intention of consumption and use (and not for craft or commercial purposes).

2. We propose that the Iraqi legislator amend the definition of the electronic contract in the Electronic Signature and Electronic Transactions Law No. 78 of 2012 to (It is the contract concluded between the merchant, the professional, the owner of the commodity, and the consumer through one of the means of remote communication, provided that it is the contracting parties are in different places at the time of the conclusion of the contract).

3. Adding the definition of advertising in Article 1 of the Iraqi Consumer Protection Law No. 1 of 2010.

4. Iraqi legislators must address the language of advertising in the Consumer Protection Law.

5. Adding legal articles to address the arbitrary conditions contained in the electronic contracting.

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