



ALGERIAN ELECTRONIC COMMERCE LAW: AN ANALYTICAL STUDY

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Abstract:

Today, the world enjoys a life of progress, prosperity, and luxury, primarily due to the emergence of modern and diverse means of communication, notably the internet. The internet has made the world appear as a single village where you can learn about events around you and across the globe with the click of a button on your computer or smartphone. The role of these modern communication means is indispensable in the lives of individuals and nations, affecting all aspects of life, including scientific, social, political, and even commercial fields.

Modern communication means, particularly the internet, have significantly contributed to enabling individuals to perform remote sales, purchases, and various commercial activities using this advanced technology. This technology saves time and effort, simplifies procedures, and accelerates processes. Therefore, it was imperative for the Algerian legislator to intervene with legal provisions to regulate and protect the participants in this new mode of transaction, known as electronic commerce, via modern communication means.

Keywords: Internet, electronic commerce, electronic consumer, electronic supplier, pre-order, electronic payment.

INTRODUCTION:

humanity has taken a tremendous and accelerated leap in the digital age. Undoubtedly, it was unimaginable in ancient times that there would be trade where contracts are made not on paper but electronically, extending to electronic authentication and signing. The electronic nature of these transactions means they are virtual, intangible, and non-physical. The emergence of electronic commerce is usually associated with the advent of various modern electronic means in human life, such as telex, digital television, wireless communication devices, intranets, extranets, and the internet¹.

The advent of modern communication methods has marked a qualitative leap in the field of contracting. While traditional sales contracts were once formed through the mutual agreement of the seller and buyer using conventional means known in civil law, the prominent feature of electronic contracting is that it occurs between two parties who do not share a physical meeting space. Instead, these contracts are executed remotely using technological communication means without the physical presence of the parties involved. Most of the rules governing this type of contracting focus on providing special protection for consumers who contract via the internet². This development has also contributed to the flourishing of this form of paperless trade—electronic trade—which has been experiencing rapid growth due to its characteristics of speed in contract formation and low costs. An individual can enter into a contract for desired goods or services simply by pressing a keyboard key. Consequently, electronic commerce is one of the new variables in the era of globalization and computing that has powerfully entered our contemporary lives and has become commonplace.

When this form of commerce first appeared three decades ago, there were no significant practical or legal issues because it was still in its infancy. However, now, as its scope has expanded, its means have become more complex, and its risks have become more evident, there is a need for

¹ Kordane Lakhdar, "The Legal System of Electronic Commerce," PhD Dissertation in Private Law, Faculty of Law and Political Science, University of Abou Bakr Belkaid, Tlemcen, Academic Year 2019-2020, p. 02.

² Arrar Yaqout, "Protection of the Contracting Party During the Execution of an Internet Contract," PhD Dissertation in Private Law, Faculty of Law and Political Science, University of Abou Bakr Belkaid, Tlemcen, Academic Year 2020-2021, p. 02.



comprehensive legislative regulation. Such regulation should establish appropriate frameworks for its activities and ensure the necessary civil and criminal protections to safeguard its funds and data³.

Hence, it can be said that the term "electronic commerce" began to emerge after 1994, closely associated with the invention of the internet, which has revolutionized the world by connecting countries in ways previously unimaginable. Electronic commerce has evolved through three main phases among economic business sectors since the initial use of computers in economic institutions and enterprises.

In the first phase, there was a connection between major companies and subsidiary suppliers, i.e., between the parent company and its branches. The second phase saw electronic exchanges between major companies and various suppliers through the use of value-added networks. The third phase involved the electronic exchange of documents and the completion of all commercial transactions over the internet. This phase has brought numerous advantages to economic institutions of various types, including:

Reducing the cost of completing commercial transactions and achieving a quick business cycle through the application of just-in-time production systems, which allows for increased efficiency in production and commercial operations. This, in turn, helps open markets to attract new customers while retaining existing ones and enhancing the institution's purchasing power.

Enhancing the possibility of creating integrated economic clusters that work to reduce both fixed and variable costs such as postal fees and commercial correspondence. Additionally, it has accelerated the inventory turnover period and demand, reducing the procedural costs associated with computer operations such as data entry, printing, reviewing, and other processes accompanying the execution of contracts and additional commercial deals.

Improving the company's financial and cash flows and contributing to the reduction of errors and confirmation of transactions among them.

Enhancing the economic institution's image and increasing competitiveness among companies, as well as increasing the volume of exchanges between commercial institutions⁴.

Based on the above and given the importance that electronic commerce has come to occupy in the lives of peoples and societies, various international and comparative legislations have worked to regulate these diverse spaces for the exchange of goods and services. The Algerian legislator did similarly, albeit a bit late, by issuing the Electronic Commerce Law under Law No. 18-05 dated May 10, 2018, related to electronic commerce, which consists of approximately fifty articles divided into three chapters. The first chapter is dedicated to general provisions, while the second chapter addresses electronic commerce practices. The third chapter is devoted to discussing crimes and penalties, which includes monitoring electronic suppliers, detecting violations, and the prescribed crimes and penalties⁵.

Based on the preceding information, the following question can be posed: How did the Algerian legislator address electronic commerce activities? And was the issuance of the Electronic Commerce Law, which was significantly delayed compared to various comparative legislations, successful?

To address the topic with full seriousness, it will be divided into two main points. The first point will cover the study of the generalities of electronic commerce and the conditions for practicing it. The second point will delve into the effects of electronic commerce, focusing primarily on the rights and obligations of the electronic consumer as well as the duties and responsibilities of the electronic supplier

First: Generalities and Conditions for Practicing Electronic Commerce

³ Kordane Lakhdar, "Op. cit.," p. 06.

⁴ Bouras Boudalia, "The Reality of Electronic Commerce in Algeria," *Al-Basaer Journal of Legal and Economic Studies*, Faculty of Law, Belhadj Bouchaib University, Ain Temouchent, Vol. 1, No. 1, p. 22.

⁵ Law No. 18-05 dated May 10, 2018, regarding the rules of electronic commerce, *Official Gazette of the People's Democratic Republic of Algeria*, No. 28, issued on May 16, 2018, p23.



Electronic commerce is considered a modern term that refers to a type of non-traditional commercial contracts conducted remotely using electronic means. The contract is termed an "electronic contract" in reference to the medium used to express the offer and acceptance between the contracting parties in absentia using the internet. This is because the place of contract formation does not exist, and there is no face-to-face meeting between the contracting parties, resulting in commercial exchanges between the contract parties despite the spatial and temporal distance between them. This is known as electronic commerce, distinguishing it from traditional commerce where the offer and acceptance occur in person at the contract session⁶. Therefore, this point will be divided into two sections. The first section will address the scope of application of the Electronic Commerce Law and the basic terms and definitions, which serve as an entry or key to understanding the Electronic Commerce Law. The second section will discuss the conditions and requirements for practicing electronic commerce, including specifying the areas of this commerce.

A. Introduction to the Electronic Commerce Law:

Firstly, it should be noted that Law No. 18-05 concerning the rules of electronic commerce, as previously mentioned, came—according to its first article—to establish the general rules related to electronic commerce for goods and services. The Algerian law (Algerian Electronic Commerce Law) applies to the field of electronic commercial transactions if one of the parties to the electronic contract holds Algerian nationality, resides legally in Algeria, is a legal entity subject to Algerian law, or if the electronic contract is to be concluded or executed in Algeria, as stated in the second article of the same law.

As for the basic terms and keywords on which the Electronic Commerce Law is based, they are outlined in Article 6 of this law, which contains eight (08) definitions of essential terms in this activity. The article states: "For the purposes of this law, the following terms shall mean:

Electronic Commerce: The activity by which an electronic supplier proposes or guarantees the provision of goods and services remotely to an electronic consumer through electronic communications.

Electronic Contract: A contract as defined by Law No. 04-02 dated 5 Jumada al-Awwal 1425 corresponding to June 23, 2004, which sets out the rules applicable to commercial practices, and is concluded remotely without the actual and simultaneous presence of its parties, exclusively through electronic communication technology.

Electronic Consumer: Any natural or legal person who acquires, for consideration or free of charge, a good or service via electronic communications from the electronic supplier for final use.

Electronic Supplier: Any natural or legal person who markets or proposes to supply goods or services via electronic communications.

Electronic Payment Method: Any payment method authorized in accordance with the applicable legislation that enables its holder to make payments, either in proximity or remotely, through an electronic system.

Electronic Advertising: Any advertisement aimed directly or indirectly at promoting the sale of goods or services via electronic communications.

Pre-order: A commitment to sell that the electronic supplier can offer to the electronic consumer in the event that the product is not available in stock.

Domain Name: A string of letters and/or numbers standardized and registered with the National Domain Name Registry, allowing identification and access to the website.

It is noted in this article, specifically in the second paragraph, that it refers to Law No. 04-02 dated June 23, 2004, which sets out the rules applicable to commercial practices, particularly concerning the definition of a contract⁷. Referring to Article 3 of this law, it defines the contract as any agreement or convention aimed at selling a good or providing a service, pre-drafted by one of the

⁶ Ben Kouia Mokhtar, "Electronic Commerce in Algeria: Between Necessity and Risk," *Maarif Journal*, Akli Mohand Oulhadj University, Bouira, Vol. 16, No. 02, p 290.

⁷ Law No. 04-02 dated June 23, 2004, specifying the rules applicable to commercial practices, *Official Gazette of the People's Democratic Republic of Algeria*, No. 41, issued on June 27, 2004, p. 03.



agreement parties, with the other party being the adherent, who cannot make significant changes to it. The contract may take the form of an order, invoice, warranty certificate, schedule, delivery receipt, or any other document, regardless of its form or basis, containing the specifics or references in accordance with the predetermined general sales conditions.

As for the subject matter of electronic commerce, Article 3 of the Electronic Commerce Law states as follows: "Electronic commerce is practiced within the framework of the applicable legislation and regulations. However, all transactions via electronic communications related to the following are prohibited:

- Gambling, betting, and lotteries,
- Lcoholic beverages and tobacco,
- Pharmaceutical products,
- Products that infringe intellectual, industrial, or commercial property rights,
- Any goods or services prohibited by applicable legislation,
- Any goods or services requiring the drafting of an official contract.

All transactions conducted via electronic communications are subject to the rights and fees stipulated by the applicable legislation and regulations.

Article 5 of the Electronic Commerce Law also confirms the activities that cannot be subject to electronic commerce. It states that all transactions via electronic communications are prohibited in sensitive equipment, products, and materials as determined by applicable regulations, as well as any other products and/or services that may harm national defense interests, public order, and public safety. Here, the legislator specifically refers to the trade of weapons and hazardous materials. Except for these, investments supporting electronic commerce activities may be subject to incentive measures according to applicable legislation, as indicated in Article 4 of the same law regulating electronic commerce activities.

It is important to note in this context that in case of violation of these provisions, the legislator has intervened and imposed penalties on violators and transgressors of these limits related to the subject and scope of electronic commerce. Article 37 of the Electronic Commerce Law stipulates that a fine ranging from 200,000 DZD to 1,000,000 DZD shall be imposed—without prejudice to the application of more severe penalties provided for in applicable legislation, particularly the penalties stipulated in the Penal Code—on anyone who offers for sale or sells via electronic communication the products or services mentioned in Article 3 of this law (gambling, betting, and lotteries; alcoholic beverages and tobacco; pharmaceutical products; products that infringe intellectual, industrial, or commercial property rights; any goods or services requiring the drafting of an official contract; the trade of weapons and hazardous materials). Additionally, the judge may order the closure of the website for a period ranging from one month to six months.

Furthermore, the legislator emphasized this issue in Article 38 of the Electronic Commerce Law in case of violation of the provisions of Article 5 of the same law, which concerns the trade of sensitive equipment, products, and materials, as well as any other products and/or services that may harm national defense interests, public order, and public safety. Article 38 states: "Without prejudice to the application of more severe penalties provided for in applicable legislation, a fine ranging from 500,000 DZD to 2,000,000 DZD shall be imposed on anyone who violates the provisions of Article 5 of this law. The judge may order the closure of the website and removal from the commercial register."

B. Conditions for Practicing Electronic Commerce:

Referring to Article 8 of the Electronic Commerce Law, it states that the activity of electronic commerce must be registered in the commercial register or in the register of traditional industries and crafts, depending on the type of activity practiced. Additionally, a website or webpage hosted in Algeria with the extension "com.dz" must be published. The electronic supplier's website must also have means to ensure its authenticity.

Article 9 of the same law adds that a national registry of electronic suppliers is established at the National Center for the Commercial Register, which includes electronic suppliers registered in the commercial register or even in the register of traditional industries and crafts. Moreover, the



activity of electronic commerce cannot be practiced until the domain name is deposited with the services of the National Center for the Commercial Register. The national registry of electronic suppliers is published electronically (by all available means) and is accessible to electronic consumers.

According to Article 42 of the law regulating electronic commerce activities, the qualified authority to grant domain names, based on a decree from the Ministry of Commerce, shall immediately suspend the registration of domain names for any natural or legal person located in Algeria who proposes to provide goods and services via electronic communications without prior registration in the commercial register. This suspension of the electronic website remains in effect until the situation is regularized.

There is a similar penalty if the electronic supplier commits an offense akin to those related to the closure of commercial premises as stipulated in the law regulating commercial activities. Article 43 of the same law states: "Without prejudice to the applicable legislative and regulatory provisions, when the electronic supplier, in the course of his activity, commits offenses that are punishable by the closure of the premises under the law regulating commercial activities, the registration of the electronic supplier's domain names shall be suspended provisionally by the authority responsible for granting domain names in Algeria based on a decree from the Ministry of Commerce. The provisional suspension of the domain name cannot exceed thirty days."

It is important to note a significant point mentioned in Article 7 of the Electronic Commerce Law, which relates to cross-border commercial transactions (Chapter 1 of Part 2). It states that sales via electronic communications of goods and/or services by a resident electronic supplier to an electronic consumer located in a foreign country are exempt from foreign trade and exchange control procedures when the value of the goods or services does not exceed the limit specified in the applicable legislation and regulations. The proceeds from this sale must be transferred to the electronic supplier's account domiciled in Algeria with a bank approved by the Bank of Algeria or with Algeria Post after payment.

exclusively for personal use by an electronic consumer residing in Algeria from an electronic supplier located in a foreign country is exempt from foreign trade and exchange control procedures when the value of these goods or services does not exceed the limit specified in the applicable legislation and regulations. In this case, the electronic payment for this purchase is covered by the electronic consumer's foreign currency bank account "natural person" domiciled in Algeria.

Regarding the payment method in this type of trade conducted via electronic communications, the legislator outlined it in Chapter 6 of Part 2. Article 27 of Law No. 18-05 concerning electronic commerce, previously mentioned, states that payment in electronic commercial transactions can be made either remotely or upon delivery of the product using payment methods authorized in accordance with applicable legislation. It also adds that when payment is electronic, it must be carried out through payment platforms established and operated exclusively by banks approved by the Bank of Algeria and Algeria Post, and they must be connected to any type of electronic payment terminals via the public telecommunications network.

Cross-border commercial transactions must be paid for exclusively remotely via electronic communications.

Article 28 of the same law adds that the electronic supplier's website link to the electronic payment platform must be secured by an electronic authentication system. The electronic payment platforms established and used for this purpose are subject to the oversight of the Bank of Algeria to ensure they meet the requirements for interoperability, data confidentiality, integrity, and security of exchanges (Article 29 of the same law).

Second: Effects of Electronic Commerce

This section will address the reciprocal obligations that the electronic commerce contract imposes on the contracting parties. On one hand, it will cover the obligations and rights of the electronic consumer, and on the other hand, it will address the duties and responsibilities of the electronic supplier. Indirectly, it will also touch on the rights of the supplier, which are not directly addressed



by the legislator but can be inferred from the nature of the bilateral contract, as it is binding on both sides

A. Obligations and Rights of the Electronic Consumer:


Referring to Article 16 of the Electronic Commerce Law mentioned above, it stipulates that the first obligation of the electronic consumer is to pay the agreed price in the electronic contract concluded between them and the electronic supplier immediately upon the conclusion of this contract, unless otherwise stated in the contract. In return, according to Article 17 of the same law, the electronic supplier must request the electronic consumer to sign a receipt upon the actual delivery of the product or the provision of the service subject to the electronic contract. In this case, the electronic consumer cannot refuse to sign the receipt, and a copy must be provided to the consumer.

It is noteworthy that the Algerian legislator, in enumerating the obligations of the electronic consumer, mentioned only two main obligations: paying the price and signing the receipt upon the actual delivery of the product or the provision of the service, as stated in Articles 16 and 17 of the Electronic Commerce Law mentioned above. However, this does not preclude the legislator from implicitly or explicitly providing for a number of rights of the electronic consumer. Firstly, the obligations imposed on the electronic supplier are considered rights for the electronic consumer due to the bilateral nature of the electronic commerce contract. According to general contract principles, the obligations of one party are the reasons for the obligations of the other party.

Additionally, the legislator mentioned some rights of the electronic consumer, specifically in Chapter 3 of Part 2, related to the requirements for commercial transactions via electronic communication. Article 10 states that every electronic commercial transaction must be preceded by an electronic commercial offer and documented by an electronic contract approved by the electronic consumer. Moreover, the legislator elaborated on how the electronic offer should be presented and its contents, as stipulated in Article 11: "The electronic supplier must present the electronic commercial offer in a visible, readable, and comprehensible manner, and it must include at least the following information:

- Tax identification number, physical and electronic addresses, and phone number of the electronic supplier,
- Commercial register number or professional card number for craftsmen,
- Nature, characteristics, and prices of the proposed goods or services including all taxes,
- Availability of the good or service,
- Methods, costs, and delivery deadlines,
- General sales conditions, particularly the clauses related to the protection of personal data,
- Conditions of commercial warranty and after-sales service,
- Price calculation method when it cannot be determined in advance,
- Payment methods and procedures,
- Conditions for contract termination, if applicable,
- Full description of the various stages of the electronic transaction,
- Validity period of the offer, if applicable,
- Conditions and deadlines for withdrawal, if applicable,
- Method of order confirmation,
- Delivery date and price of the ordered product and methods for canceling the pre-order, if applicable,
- Method of returning, exchanging, or refunding the product,
- Cost of using electronic communication means when charged at a rate other than the applicable tariffs."

Furthermore, Article 12 of Law No. 18-05 related to electronic commerce specifies the three mandatory stages for placing an order for a product or service. The first stage involves making the contractual conditions available to the electronic consumer to enable them to contract with full



knowledge. In this context, Article 13 mentions the essential information that must be included in the electronic contract, such as:

- Detailed characteristics of the goods or services,
- Terms and methods of delivery,
- Warranty conditions and after-sales services,
- Conditions for terminating the electronic contract,
- Terms and methods of payment,
- Terms and methods of returning the product,
- Methods for handling claims,
- Terms and methods of pre-order, if applicable,
- Special terms and conditions related to trial sales, if applicable,
- Competent judicial authority in case of dispute according to Article 2 of this law,
- Duration of the contract, if applicable.

The second mandatory stage involves the electronic consumer verifying the details of the order, particularly regarding the nature of the products or services ordered, the total and unit prices, and the quantities ordered, enabling them to modify, cancel, or correct any errors in the order.

The third and final stage is the confirmation of the order, which leads to the formation of the electronic contract. The electronic consumer's choice must be clearly expressed, and the fields prepared for filling in by the consumer should not contain any data aimed at directing their choice. Article 14 of the Electronic Commerce Law states that if the provisions of Article 10 (regarding the requirement for every electronic commercial transaction to be preceded by an electronic commercial offer and documented by an electronic contract approved by the electronic consumer) and Article 13 (regarding the essential information that must be included in the electronic contract) are not respected, the electronic consumer can request the annulment of the contract and seek compensation for any damages incurred.


Article 15 of the same law further emphasizes that a pre-order can only be paid for if the product is available in stock. Once the product is available, the pre-order implicitly becomes a confirmed order. The electronic supplier must refund the price to the electronic consumer if the product is not in stock, and the consumer can also seek compensation for any damages incurred.

Additionally, Article 39 of the Electronic Commerce Law stipulates that any electronic supplier who violates the obligations stated in Articles 11 (regarding the presentation and content of the electronic offer) and 12 (regarding the three mandatory stages for placing an order for a product or service) will be fined between 50,000 DZD and 500,000 DZD. The court may also order the suspension of access to all electronic payment platforms for a period not exceeding six months.

B. Duties and Responsibilities of the Electronic Supplier:

The primary obligation of the electronic supplier, after the proper conclusion of the electronic contract, is the legal responsibility to fulfill the obligations arising from the contract in good faith, whether the execution is by the supplier personally or by other service providers. The supplier retains the right to hold these providers accountable in case of their contractual default or poor execution (such as poor delivery service). However, the supplier can be relieved from responsibility, wholly or partially, if it is proven that the non-execution or poor execution was due to the electronic consumer or force majeure, as stipulated in Article 18 of the Electronic Commerce Law.

Article 19 of the same law obliges the electronic supplier to send an electronic copy of the contract to the electronic consumer upon the conclusion of the electronic contract. This is reinforced by the Algerian legislator to provide greater protection to the electronic consumer, considered the weaker party in the contractual relationship. This is done through invoicing electronic transactions, as Article 20 states: "Every sale of a product or provision of a service via electronic communications must be invoiced by the electronic supplier and delivered to the electronic consumer. The invoice must be prepared according to the applicable legislation and regulations. The electronic consumer may request the invoice in paper form."



Article 21 stipulates that if the electronic supplier delivers a product or service that was not requested by the electronic consumer, the supplier cannot demand payment or delivery costs. Article 23 states that the electronic supplier must retrieve their goods in case of delivering a non-conforming product or a defective one. The electronic consumer is required to return the product in its original packaging, stating the reasons for rejection within a maximum of four working days (excluding holidays) from the actual delivery date. The return costs are borne by the electronic supplier, who must either deliver a new product conforming to the order, repair the defective product at their expense, replace it with a similar product, or cancel the order and refund the paid amounts. The electronic consumer can also claim compensation for any damages incurred due to this non-compliance.

Article 22 adds that if the electronic supplier fails to meet the delivery deadlines, the electronic consumer may return the product in the condition received within a maximum of four working days from the actual delivery date. The supplier must refund the paid amount and the return costs within 15 days from receiving the product, along with any compensation for damages incurred by the electronic consumer due to the supplier's failure to meet the delivery deadlines. Article 24 stipulates that the electronic supplier must not accept an order for a product not available in stock, meaning they cannot market a product they do not have or cannot provide.

Finally, Article 25 of the Algerian Electronic Commerce Law mandates that every electronic supplier subject to this law must keep all records of electronic commercial transactions and their dates and send them electronically to the National Center for the Commercial Register. The implementation of this article will be specified later by regulation. In case of non-compliance, the electronic supplier faces a fine ranging from 20,000 DZD to 200,000 DZD.

Article 26 states that the electronic supplier who collects personal data, such as customer files (real or potential), should only collect the data necessary for conducting such commercial transactions. They must obtain prior consent from electronic consumers before collecting data and ensure the security and confidentiality of information systems and data, in compliance with applicable legal and regulatory provisions.


The Algerian legislator addresses electronic advertising in Articles 30, 31, 32, 33, and 34 of Law No. 18-05 in Chapter 7 of Part 2. Articles 35 to 48 discuss the crimes and penalties for violators of this law, with Articles 35 and 36 specifically addressing the monitoring of electronic suppliers and the detection of violations

Conclusion:

Based on the foregoing, it can be said that the Algerian legislator has largely succeeded in regulating electronic commerce activities—given the numerous benefits it provides in various fields, especially commercial ones, such as speed, accuracy, effort-saving, and cost reduction. This success is evident through the issuance of Law No. 18-05, which regulates activities conducted via electronic communications and includes all the fundamental elements governing this profession. This includes definitions of key terms, where the Algerian legislator deviated from the norm of leaving definitions to scholars. The law also covers the subjects that can be traded electronically and the activities and services that individuals are prohibited from trading via electronic communications. Additionally, it addresses the impacts of this exchange on the parties in the electronic contractual relationship, from the perspective of both the electronic consumer and the electronic supplier. The legislator also did not overlook the method of payment in electronic commerce, which is conducted electronically in accordance with the applicable legislation, specifically the Currency and Credit Law. Moreover, the legislator aptly addressed violations of the Electronic Commerce Law and the penalties imposed on violators.

Despite these recorded positives, which are primarily credited to the Algerian legislator upon issuing the Electronic Commerce Law, it is impossible to study this subject without highlighting some observations for the legislator, presented as recommendations:

- The significant delay in issuing a law regulating electronic commerce activities, despite some neighboring countries having organized the subject years earlier, such as Tunisian legislation.

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- The lack of specialized inspectors in monitoring external electronic commerce activities and their insufficient training in electronic communications, as well as the weak use of modern communication means in vital areas in the country, especially economic, commercial, and even industrial fields.
 - Prohibiting some activities from being traded via electronic communications, whether considering them vital activities restricted to public law persons, such as pharmaceutical products, or requiring their contracts to be formally concluded when it would have been better to create means for drafting and certifying official contracts electronically.
 - Discussing electronic payment methods and platforms, but in practical reality, we still rely on traditional payment methods due to the scarcity of electronic payment platforms and the lack of their activation and general use by the legislator

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