

Legal Implications Arising from the Stage of Negotiation through Electronic Means

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Abstract

This research aimed at investigating the legal implications arising from the stage of negotiation via electronic means. It specifically aimed to highlight the obligations associated with negotiation stage. Moreover, it ventured to identify the consequences of breaching the obligations agreed upon in this stage. The descriptive analytical method was used and the findings reflected that the stage of negotiation via electronic means leads to the conclusion of the contract. Furthermore, breach of these obligations requires compensation by the person causing the damage. It was also found that the Jordanian legislator did not address the electronic negotiation process in e-commerce transactions. Rather, the legislator regulated it in general by Law No. 85 of 2001, replaced by Law No. 15 of 2015. The study recommends that the Jordanian legislator include legal texts in the Electronic Business Transactions Law, so as to address the electronic negotiation stage.

Keywords: Electronic, Means, Negotiation, Legal, Obligations.

Introduction

Technology has become an inseparable part of human life. It has entered all aspects of life, including the legal aspect. This technological revolution has reshaped the way we perform our daily activities, provided different means of social interaction, introduced new concepts and redefined the existing concepts related to different fields of life (Wijarnarko & Maharani, 2024). In this respect, the legal field has greatly benefitted from the modern technology. One aspect of this relationship is represented in negotiation through electronic means.

In recent years, there has been a strong debate on the legal nature of this type of negotiation. This is due to the fact that negotiation that takes place through electronic means is one of the most difficult processes of all (Saidi, 2024). It is characterized by the use of certain skills. In this respect, each negotiating party displays his skills with the aim of reaching everything he desires during the conclusion of the contract. The need for negotiation appears in many contracts,

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especially contracts of huge financial importance. These include contracts for mineral exploration, large construction contracts, and contracts related to the work of giant companies and multinational companies. Such companies seek, in an atmosphere of competition, to reap the fruits of this upon completion of the subsequent contract on the negotiation process.

This research focuses on the negotiation process which results from the conclusion and formulation of the contract. Due to the importance of this stage, the final contract is concluded based on what was agreed upon during the negotiation process (Raysman & Brown, 2024). In this respect, the Jordanian legislator does not specifically address the electronic negotiation process within the framework of e-commerce transactions. Rather, it is limited to regulating e-commerce transactions in general. This is evident through Law No. 85 of 2001, which was replaced by Law No. 15 of 2015, in addition to a set of general rules contained in the Jordanian Civil Code in cases which are not stipulated by the aforementioned law.

Therefore, this study deals with the legal implications arising from the stage of negotiation via electronic means. It specifically addresses the obligations associated with the negotiation stage. Moreover, it ventured to identify the consequences of breaching the obligations agreed upon in this stage. This is the first study to examine the said phenomenon in the Jordanian context. Thus, it will be a nice source for future researchers who like to examine the phenomenon in similar contexts.

Literature Review

The term electronic negotiation consists of two parts; electronic and negotiation. In this regard, the term 'electronic' was defined by the Jordanian Electronic Transactions Law No. 85 of 2001, in the second article, as "...the technology of using electrical, magnetic, or any similar means to exchange or store information" (Jordanian Electronic Transactions Law No. 85, 2001).

The general rule implies that the contract is the law of the contracting parties. Moreover, the will can be expressed using certain words. These words emanate directly from the tongue or are delivered through an intermediary. Besides, it is expressed through writing in all its official or customary forms. It is either contained in the form of writing or publication, or an advertisement, written by hand or typed. Therefore, the will may be expressed by a common sign through custom (Sharifat, 2009).

This rule is consistent with what is stated in the Jordanian Civil Law. In this respect, the expression of will and negotiation in general, in most modern legislation, does not require the availability of a special form or a specific

situation. Therefore, it is permissible by all means that can lead to it (Jordanian Civil Law, 1976).

Jurists have made many attempts to formulate a definition of electronic negotiation. Some have defined it as the process that includes many conversations, exchange of views, and many endeavors between the two negotiating parties. The aim of such conversations is to reach an agreement on a specific deal (Dodin, 2010). Other jurists defined it as a dialogue or exchange of proposals between two or more parties with the aim of reaching an agreement that leads to ending a dispute between them. The aim is also to achieve or preserve their common interests (Shiha, 2010). Others defined it as the parties to the contractual relationship in the future exchanging opinions, suggestions, studies, legal consultations and technical reports and discussing them to promote one of them with the aim of reaching the best results that achieve their common interests. This results in the final agreement between them and the definition of the rights and obligations of the two parties (Mohammed, 2010).

Others believe that the invitation to negotiate is an offer directed to a specific person. The intention is to make him enter into discussions whose goal is to formulate a contract. During the negotiation period, each party tries to determine the content of the contract according to what is imposed by his interest. In doing so, he exerts the utmost effort and energy to reach an agreement that achieves his goal (Al-Jumaili, 1998).

The above definitions obviously reflect that negotiation is a conversation and exchange of views between the two parties to reach an agreement. It is also to reduce the intensity of the dispute between them, and link them to a common interest in order to conclude the contract in the future. This stage must also include the conclusion of all issues that the two parties discussed during the negotiation stage in order for the contract to be concluded. In other words, it is not sufficient for a contract to be concluded by agreeing on some issues and ignoring others. Rather, it must contain all the issues that entered into the negotiation stage as well.

All of these definitions indicate the difficulty of defining an accurate and specific meaning of electronic negotiation. This is due to the fact that many Arab legislations neglect the negotiation stage. Besides, electronic negotiation as a new mechanism through which the will is expressed is not known to everyone, even to jurists. This is true despite the fact that the electronic contract included in this stage has established an important necessity in the economies of world countries, as most buying and selling operations are now carried out through it (Ibrahim, 2006).

Objectives of the Study

1. To know the legal implications arising from the stage of negotiation through electronic means.
2. To know the obligations associated with the negotiation stage.
3. To identify the consequences of breaching the obligations agreed upon in this stage.

Research Method

This research is qualitative in nature. It seeks to know the legal implications arising from the stage of negotiation via electronic means. Being a legal investigation, it uses the descriptive analytical approach to describe the phenomenon and analyze the related legal texts. In this respect, the study is applied to the Jordanian legislation. The Jordanian Electronic Transactions Law No. 85 of 2001, which was replaced by Law No. 15 of 2015, is analyzed. Moreover, the analysis focuses on the legal implications arising from the stage of negotiation through electronic means. It also focuses on the obligations associated with the negotiation stage. Furthermore, the consequences of breaching the obligations agreed upon in this stage are identified.

Results and Discussion

The Jordanian Electronic Transactions Law No. 85 of 2001, which was replaced by Law No. 15 of 2015, did not explicitly stipulate negotiation as a stage for concluding a contract. However, this law defines an electronic contract as an agreement that is concluded by electronic means, in whole or in part (Electronic Commerce Law No. 85, 2001).

Significantly, electronic negotiation is a voluntary act. Each party has absolute freedom to enter and initiate negotiations, continue them, or leave them, even at the last minute. The basis for this is the principle of contractual freedom (Al-Sanhouri, 2000). This point was also emphasized by (Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

There is no doubt that every contract is negotiable by both parties. In this respect, the principle is that freedom prevails in the negotiations that precede the conclusion of the final contract. Each party to the negotiation does not enter negotiations until he has complete free will without any physical or moral coercion (Boutakia, 2017; Dodin, 2010; Al-Jumaili, 1998).

Electronic negotiation is of great importance. Its success leads to the ease of concluding the final contract. This importance implies that the negotiation stage reduces the difficulties represented by the technical and legal problems facing the two parties. The aim is to reduce the major risks that the two parties may face

when concluding the contract. One of the basics of contracts concluded over the Internet is to carry out contractual negotiations. These require time, effort, and specialization to reduce many of the legal issues that may arise in the future. Such issues are a result of non-compliance with the contract. They also appear in case one of the parties misunderstand the contract. Therefore, the importance of negotiation lies in the effort made. During negotiation, preparation for the contract is carried out by researching all technological matters and legal aspects. It is also through determining the person of the other party and his technical and legal position regarding it. In this respect, negotiation, despite the difficulties related to the individual and the commodity, has many advantages. These advantages include saving time, expenses, etc. This is because it is conducted through data messages exchanged by the negotiating parties. This was emphasized by (Al-Mutalaqa, 2016; Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

The negotiation process is important in the process of interpreting the contract. Through negotiation, the judge can know the true goals of the contracting parties in the event that there is a deficiency in the terms of the contract through negotiation. This represents a judicial presumption or a circumstance surrounding the dispute (Dodin, 2010; Sharifat, 2009; Al-Jumaili, 1998; Ibrahim, 2006).

Just like the stage of concluding a contract, the stage preceding the contract imposes on the negotiating parties a set of obligations. Any breach of these obligations entails responsibility on the party responsible for this breach. All of these obligations are based on the principle of good will in negotiation and not deviating from honesty. Besides, they include staying away from deception and fraud. Besides, negotiating via electronic means requires both negotiating parties to show diligence and honesty in explaining everything related to the deal to be concluded. In this respect, some jurists have pointed out that the effect of good will in the negotiation process is inversely proportional to the failure to conclude a contract (Ibrahim) and the lack of seriousness in dealing with it (Sulaiman; Sharifat, 2009; Dodin, 2010; Ibrahim, 2006).

Therefore, the two parties to the negotiation must exchange the obligations resulting from and arising during this stage before the contract. The obligations are primary or secondary. They also include what emanates from the negotiation, leading the contract to be concluded. Furthermore, this includes carrying out joint cooperation and providing advice and guidance to the client regarding the subject of the contract. It also imposes on the parties an obligation to inform and maintain confidentiality in exchanging data.

Commitment to good will is a basic condition in the negotiation process. This commitment raises many questions as it is a basic commitment without which the entire negotiation process cannot be imagined. Moreover, it requires

study from several aspects. These aspects include that, in the field of commercial negotiation, commitment to good will is a general obligation. This obligation necessarily falls on each of the negotiating parties in a mutual manner. Each of them is a creditor of this obligation and a debtor of it at the same time.

Notably, the Jordanian civil legislator did not explicitly address the obligation of good will at the negotiation stage. Rather, it referred to it at the contract implementation stage. This is stipulated in Article (202) of the Jordanian Civil Code. Here, we refer to the commitment to seriousness. This term means that the parties enter into the negotiation process with a real intention to reach an agreement. In this respect, the lack of seriousness clearly appears in continuing negotiations. It particularly appears in the case of agreement on the basic issues of the contract, whether this agreement is sufficient to conclude the final contract or not. This type of commitment does not necessarily require an absolute and permanent continuation of negotiation towards concluding the contract being negotiated (Abdel Sayed, 1993).

Another significant obligation is represented in the obligation to inform. It is the obligation that precedes the contract. Moreover, it implies that one party to the contract is obligated to inform the other about the data that must be available in the contract. The aim is to conclude a contract free of any defects and complete with all its details. The resulting contract is the outcome of specific circumstances and considerations related to the nature of the person contracting with him or the nature of the contract (Al-Mutalaqa, 2016). This result is consistent with (Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

Some jurists defined it as a pre-contractual obligation. It is related to the obligation of one of the contracting parties to provide the other contracting party, when forming the contract, with the data necessary to create a defect-free satisfaction. It also raises awareness of all the details of the contract, due to certain circumstances and considerations. Such considerations may relate to the nature of this contract or the character of one of the contracting parties. It may also relate to the nature of its subject, or any other consideration that makes it impossible for either of them to commit to providing statements (Al-Mahdi; Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

In the Jordanian civil law, the idea of supplementing the contract being negotiated allows the judge to add obligations in application of the principle of good will between the negotiating parties. This is required by the nature of the contract. In this respect, the contract is not limited to obligating the contractor to do what is stated in it. Rather, it addresses other requirements in accordance with the law, custom, and justice, depending on the nature of the obligation.

The negotiation stage also includes a commitment to advice and guidance. This obligation applies to contracts concluded between a professional person and an ordinary person due to the disparity in experience and knowledge parity (Al-Matalqah; Sharifat, 2009; Dodin, 2010; Ibrahim, 2006).

Negotiation includes the obligation to cooperate. This is the responsibility of the negotiating parties, as it is implicitly imposed by the principle of good will. This commitment remains in place throughout the electronic negotiation phase. The goal is to determine the basic purpose of the contract that the parties seek to achieve and to state the actual needs subject to the contract through mutual dialogue to facilitate the task of each party. The party most capable of negotiating must inform the other party of information that will explicitly direct him towards the best way to negotiate. Therefore, cooperation in general is one of the manifestations of social interaction. It includes the parties performing all necessary actions so that the other party can benefit from them (Sulaiman, 2010).

In order to determine the goal of the contract that the two parties wish to conclude, they must cooperate with each other. Thus, each party can be familiar with the other party's circumstances and indicate the extent of his ability or inability to complete the contract (Al-Mutalaqa). Cooperation includes being punctual about the dates of the negotiation sessions, adhering to seriousness in the discussion, and not making offers exaggerated.

It is recognized that every negotiator has absolute freedom to break off negotiations and refrain from concluding the contract. This freedom is a manifestation of contractual freedom, especially in the stage preceding the conclusion of the contract as a preliminary and preparatory stage (Fawaz; Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006). However, granting this freedom in general leads to an imbalance in the stability of transactions. Moreover, it affects the negotiation process itself. Thus, it requires compensation for the damage (Article 256, Jordanian Civil Code).

Whatever the ground on which responsibility is based in the negotiations sector, its establishment is only achieved by the availability of all its elements. These elements include error, damage, and a causal relationship between them (Al-Dhanoon; Sharifat, 2009; Dodin, 2010; Ibrahim, 2006). The various forms of error include breaching the obligation of good will between the parties. Thus, it is possible to reconcile the principle of contractual freedom with the necessities of providing a minimum level of understanding and stability in pre-contractual relations. Deviation in itself is not a mistake. Rather, it is possible in circumstances in which the other party has spent exorbitant expenses in order to conclude the contract. The deviance may be linked to an independent error that leads to tort liability (Al-Shahawi, 2012).

In order for the negotiator to be responsible, it is not enough for him to make a mistake. Rather, this mistake must result in harm to the other negotiator. Harm often occurs in international trade contracts using modern technology. This includes time wasted in vain, expenses for technical and technological studies, and opportunities missed in order to conclude the desired contract (Al-Arabi). It also includes the loss of financial rights in his confidential information that was disclosed or exploited without his permission, in addition to other types of financial loss.

The damage must meet three conditions for the obligation of material and moral compensation. These conditions imply that the damage must be realised. That is, the damage truly occurred and may occur in the future and resulted in contractual liability. This indicates that this future damage is certain to occur. It is because the damage is one of the pillars of responsibility. Its proof is a necessary condition for its establishment and the ruling on compensation as a result of that. Besides, its existence is not assumed just because the debtor did not fulfill his contractual obligation (Al-Shahaw; Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

Furthermore, the damage must be direct. This means that the damage is a natural result of the negotiator's breach of his obligations. Besides, it is so if the other negotiator could not have avoided it by making a reasonable effort. The direct damage for which compensation is required is that which is considered a necessary and accomplished consequence of the event described as an error (Al-Sarhan; Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

In the Jordanian Civil Code, the established rule of attribution regarding liability for a harmful act can be classified so that every transgression that causes harm to others requires compensation (Article 256, the Jordanian Civil Code).

Accordingly, compensation for damages in the stage preceding the contract is for the creditor to carry out everything he has committed to doing, or to resort to committing to something in return and require compensation. In this respect, in-kind implementation is the debtor's performance of what he has committed to doing. This often occurs in contractual obligations. Contrastingly, the tort liability occurs in a few cases, such as forcing the debtor to pay in-kind (Al-Sanhouri). It is considered the original means of fulfilling the obligation (Abdul Rahman, 2004). This result was also stressed by (Sharifat, 2009; Dodin, 2010; Al-Jumaili, 1998; Ibrahim, 2006).

It should be noted that it is not possible to imagine implemegen in-kind by interrupting negotiations by one party to force the other to return to it. This is undesirable and Look the principle of contractual freedom in general and in the field of international contracts in particular (Filali, 2007).

It must be noted that most jurisprudence did not hesitate to exclude in-kind implementation in the field of negotiation based on several reasons. These reasons include that the in-kind implementation of the obligation to negotiate requires the debtor's personal intervention. If he is forced to in-kind implementation, this onecoercion would be an infringement on his personal freedom (Mahmoud). Besides, forcing the negotiator to implement his commitment to negotiate is useless. Thus, it requires real cooperation between the two parties. Besides, it Cqirrsatmosphere free of coercion into a specific act or commitment. This is because if this happens, it will inevitably lead to the failure of the negotiations. In addition, in-kind implementation assumes that both parties agree on the basic issues under negotiation, leaving space for the rules complementary to concluding the contract.

In short, implementation in kind is excluded at this stage, unless there is a contractual relationship that needs to be completed in accordance with the law, custom, and justice according to the nature of the obligation (Lutfi, 1995).

In the Jordanian law, compensation addresses moral damage, as every infringement on another's freedom, honor, or financial consideration makes the other party responsible for compensation (Article 267, Jordanian Civil Code). Thus, compensation is usually estimated at an amount of money according to the damages represented by negotiation expenses, loss of time, and loss of opportunity. These amounts are borne by the negotiator who caused the damages.

Conclusion

After examining the legal effects arising from the stage of negotiation via electronic means, it has been revealed that electronic negotiation is of great importance. It is the means that leads to the conclusion of the final contract, as the negotiating parties reach an agreement at that stage. It makes it easier for them to formulate appropriate clauses in the final contract. Moreover, it does not cause any future problems until the contract terms are fully implemented. Many attempts have been made to formulate a definition of electronic negotiation. However, they failed to develop a specific and agreed upon definition for this stage due to the newness of the laws regulating the electronic negotiation process.

Furthermore, electronic negotiation has several characteristics. It is an electronic means and takes place between two parties. It has an optional administrative relationship with a probabilistic outcome. In this regard, the negotiators have a number of obligations, including good will, seriousness, information, confidentiality, advice, guidance and cooperation. Besides, breach of obligations arising from the electronic negotiation stage requires compensation by the person causing the damage, including in-kind implementation and

compensation. It should be noted that the Jordanian legislator did not address the electronic negotiation process within the framework of e-commerce transactions, but regulated it in general by Law No. 85 of 2001, which was replaced by Law No. 15 of 2015, in addition to many legal rules contained in the Civil Code in cases that were not stipulated in the Electronic Transactions Law.

Recommendations

This study recommends the following:

- The Jordanian legislator include legal texts in the Electronic Business Transactions Law. The texts should address and include the electronic negotiation stage. This is due to the paramount importance of that stage, as regulating it would facilitate access to the conclusion of an electronic contract.
- A clear definition of electronic negotiation must also be established in legal legislation, whether inside or outside the Kingdom of Jordan, so that those in charge of the negotiation process are aware of that stage and what they must do.
- It is also necessary for the Jordanian civil legislator to explicitly address the principle of commitment to good will in the electronic negotiation stage in general, instead of referring to it only in the contract implementation stage.
- The Jordanian legislator should expand the issuance of legislation that would oblige the person causing the damage at the stage of concluding the electronic contract by specifying a clear mechanism to redress this damage through the easiest legal procedures.

References

- Al-Shahawi, I. (2012). *Lawsuits and the foundations of negotiation in resolving disputes*, Dar Al-Kitab Al-Hadith, Cairo.
- AbdelRahman, A. (2004). *Sources of Commitment*, Dar Al-Nisr Al-Dhahabi for Printing, Cairo.
- Al-Sarhan, A. (1998). Damage and its compensation according to the provisions of harmful action in the Jordanian Civil Law and the Civil Transactions Law of the United Arab Emirates, *Security and Law Journal, Dubai Police College*, 6 (2), 134 – 223, <https://doi.org/10.54000/0576-006-002-005>
- Al-Shilaq, N. (2013). The legal nature of the parties' responsibility in the pre-contract stage, *Damascus Journal of Economic and Legal Sciences*, 29 (2), 299-336.
- Al-Anbari, A. (2009). Contractual Negotiations via the Internet, *Resalat Al-Huquq Journal, College of Law, University of Karbala*, 1(2), 65-91.
- Al-Aboudi, A. (1997). *Contracting through instant means of communication and its validity in civil proof: a comparative study*, Dar Al-Thaqafa for Publishing and Distribution, Amman.
- Al-Arabi, B. (2011). *Problems of the pre-contract stage in Algerian civil law: A comparative study*, Office of University Publications, Algeria.
- Al-Sayed, Y (1993). *The General Theory of Commitment*, New Knowledge House, Alexandria.
- Al-Dhanoon, H. A. (2006). *The Simplified in Civil Liability, Part One, Damage*, Dar Al-Tasas for Printing, Publishing and Contributing, Baghdad.
- Al-Dhanoon, H. A. (2010). *The General Theory of Obligations*, Al-Mustansiriya University Press, Iraq.
- Abdullah, R. K. (2000). *Contract Negotiation: A Comparative Analytical Study*, Dar Al Nahda Al Arabiya, Cairo.
- Al-Jumaili, S. (1988). *Contractual Negotiations: A Comparative Study*, Master's Thesis, Submitted to the College of Law, Al-Nahrain University, Iraq.
- Al-Mahdi, N. (1982). *The pre-contractual obligation to provide statements related to the contract and its applications to some types of contracts, a comparative jurisprudential study*, Dar Al-Nahda Al-Arabiya, Cairo.
- Al-Sanhouri, A. (2000). *The mediator in explaining civil law, the theory of obligation in general, sources of obligation*, Al-Halabi Legal Publications, Beirut.
- Al-Sanhouri, A. (1998). *Contract Theory, Sources of Commitment*, Dar Al Nahda Al Arabiya, Cairo.
- Al-Badur, H. (2010). Towards a new legal adaptation to contract negotiations, *Al-Azhar University Journal*, 12 (2), 294-337.
- Al-Matalaqa, M. (2011). *Summary of Electronic Commerce Contracts*, Dar Al-Thaqafa for Publishing and Distribution, Amman.
- Boutakia, M. (2017). *The legal framework of contract negotiation in international trade contract negotiations*, Ph.D. thesis in law, Mentouri University, Algeria.
- Dodin, B. M. (2010). *The legal framework for the contract concluded via the Internet*, Dar Al-Thaqafa for Publishing and Distribution.

- Filali, A. (2007). *Sources of Commitment*, Part Two, Second Edition, Dar Algiers website.
- Hamidi, B. (2014). *Concluding an electronic contract*, Ph.D. thesis in law, Hajj Lakhdar University, Algeria.
- Hejazi, A. (2007). *E-commerce and its legal protection*, Book Two, Dar Al-Kutub Al-Ilmiyyah, Cairo.
- Hussein, A. (1988). Legal Aspects of the Pre-Contractual Stage, *Kuwaiti Law Journal*, 22(2), 727-752.
- Ibrahim, K. M. (2006). *Concluding an electronic contract: A comparative study*, Dar Al-Fikr University, Alexandria.
- Ibrahim, A.. (2012). *Good will in contracts: A comparative study*, Zain Legal Publications, Baghdad..
- Jordanian Civil Law.
- Jordanian Electronic Transactions Law No. 85 of 2001.
- Jordanian Electronic Transactions Law No. 15 of 2015.
- Khater, P. (1997). Breaking Contractual Negotiations, *Al-Nahrain University Journal, College of Law*, 1 (3), 130-161.
- Lutfi, M. (1995). *Compensation in the negotiation stage*, Dar Al-Nisr Al-Dhahabi for Printing, Cairo.
- Mohamed, A. (2010). *Concluding a contract online*, Al-Halabi Legal Publications, Beirut.
- Mahmoud, M. (2016). *Responsibility for breaking negotiations: A comparative study*, National Center for Legal Publications, Cairo.
- Nassif, E. (2009). *International Contracts and the Electronic Contract in Comparative Law*, Al-Halabi Legal Publications, Beirut.
- Nasser, H. (2002). *Negotiation in International Economic Contracts*, Master's Thesis in Law, Business Law Branch, Mouloud Mammeri University, Tizi Ouzou, Algeria.
- Raysman, R., & Brown, P. (2024). *Computer Law: Drafting and Negotiating Forms and Agreements, With Forms on Disk*. Law Journal Press.
- Saidi, K. (2024). *Business E-Negotiation. Contemporary Trends in Innovative Marketing Strategies*, 157.
- Salama, A. (2002). *International Contract Law*, Dar Al Nahda Al Arabiya, Cairo.
- Suleiman, S. (2008). *Good faith in concluding contracts, a study in light of international laws and agreements*, 1st edition, Dar Degla Publications, Jordan.
- Sharifat, M. (2009). *Consensus in forming a contract over the Internet: A comparative study*, Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan.
- Shiha, N. (2010). *Principles of Negotiation*, Dar Al Masirah for Publishing, Distribution and Printing, Amman.
- Wijarnarko, A. F., & Maharani, S. D. (2024). Human's Relationship with Technology in Nick Land's Accelerationism. *Jurnal Filsafat*, 34(1), 1-22.