

**Non- contractual Liability of the Electronic Agent Programmer
Evaluation of Jordan and Kuwait laws**

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Abstract

The study aims at evaluating the liability, if any, of the EA programmer for any damage that may arise due to the program being defective. The potential liability of the programmer will be evaluated based on the tort act of the laws of Kingdom of Jordan and the State of Kuwait. The study is divided into two parts that deal with the concept of electronic agent and the liability of the programmer through comparative approach and analytical method. The study highlights the fact that, according to the provisions of the Kuwaiti Civil Code, establishing such liability is not an easy task and requires extensive work. The study further recommends modification to the electronic transactions law to protect and maintain the rights of the program and its user.

Keywords: Electronic agent, personal theory, substantive theory, harmful act, Jordan law, Kuwait law.

Introduction

The digital environment has imposed specific ways and means for transactions carried out through open networks. Without these means, the intended electronic process would not take place; for example, to book an airline ticket online, a valid credit card data must be entered and the value of the airline ticket must be authorized, otherwise, the booking cannot be completed. The same applies to hotel reservations as well as completing most purchases online. Most online transactions require entering a valid credit card number to complete otherwise, none of the e-services will be realized.

These means and methods that allow such legal actions are computer programs that have been developed and improved to fit with the services provided by the network and prepared in some cases upon the request of the consumers. These programs have imposed themselves over time, as evidenced by the legal reliance on the conduct of such software. One of these important electronic programs is the electronic agent program or smart agent. The EA has simplified to users the task of searching for goods and signing contracts. Programmer's design EA's based on the contract's specifications that were provided by the client.

As with any other man-made items, EA's are not free from faults and are subject to mistakes. Hence, this study is taking this topic further to evaluate potential programmer liabilities that may result from defective EA design and the possibility

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for compensating users. In light of the increasing need to use the EA as an engine for research and for conducting legal actions with the possibility of EA design defect that may lead to wrongful results. It may be time to modify the harmful act (Tort) to include a statement defining the extent of programmer responsibility and the possibility of compensation.

Study Objectives

- To explore the absence of regulation related to programmer liability taking into account the important role the EA in resolving conflicts and preserving consumer rights.

Study Questions

- What is the concept of electronic agent and what roles it plays in digital space?
- What is the liability of the programmer of the electronic agent software for damages that may arise from program defect?

Methodology

The study will attempt to reach its objectives via analytical and comparative approaches. The analytical approach will be used to simplify and understand the legal basis for the EA programmer liability in the Jordan and Kuwait legislation, judgment decisions, and jurisprudence opinions. The comparative approach will be used to show the similarities and differences in the legal provisions, judgment situation and jurisprudence viewpoints in two countries.

Results

Through the different concepts of the electronic agent and the statement of the tasks he performs, it is clear that he has the advantage of independence at work, as he does not require the direct intervention of a natural person to accomplish the tasks assigned to him. The legislation under study did not use the phrase "electronic agent", but rather used a more fitting term "automated electronic system" because the term agent means a legal person. The injured party may refer to the program designer for compensation in the event that the program causes him damage in accordance with the provisions of the Kuwaiti and Jordanian civil laws. The position of the Kuwaiti legislator on the establishment of responsibility on the basis of an injurious act is mixed between both personal and substantive theories. The difficulty of proof according to the general rules in the Kuwaiti civil law in the face of the program designer according to the rules of responsibility for the harmful act

Discussion and Analysis

In general, agent means a contract whereby the principal assign another person, to exercise of a set of specific legal actions⁴.

⁴ Article 698 of the Kuwaiti Civil Code No. 67 of 1980 published in official gazette No. 1335 issued on 29 Safar 1401 AH. January 5, 1981. This is the same direction that the UAE legislator went to in Article No. 924 of the UAE Civil Transactions Law No. (5) of 1985 published in the official gazette number one hundred and fifty-eight - 17 - Rabi' Al-Thani 1406 AH. December 29, 1985. And Jordanian legislator in Article 833 of the Jordanian Civil Code No. 43 of 1976, published on page 2 of the Official Gazette No. 2645 dated 1/8/1976.

Thus, it is equal in the person of the agent to be a natural person or to be artificial entrusted with conducting a permissible and known act on behalf of the principal. With his ability to represent and transfer his real will and intent to the other contractor, which necessarily requires the ability of the agent to initially contract with the principal for the agency contract (El-Haija, 2014).

With the emergence of electronic transactions that are executed via the internet, between two parties that are unknown to each other and may be located in different countries, and for the need to contract expeditiously, the need for an agent capable to work with digital environment and to provide needed assistance to consumers over the network to perform their transactions for all these reason it needed to use the electronic or smart agent. The electronic agent can search for information and deal with such information with no need to any human interference. (Joe, <http://www.lib.berkerly.edu/teaching.html>, 2002)

The often changing and evolving characteristics of the electronic agent in the digital environment and its several tasks have differed legislation and jurisprudential opinions on setting a specific definition for it. The electronic agent legal and technical definitions may be different. including an electronic program prepared to initiate a work or respond to electronic recording in whole or in part without interference of a natural person⁵.

Another definition looks at the electronic agent as a computer program, electronic means, or other automated means used to initiate work or respond in a whole or in part to data exchange without review or intervention of natural person each time the system starts work or provides a response. (El-Haija, 2014)⁶.

It is noted that both previous definitions provided a summary of the ability of the electronic agent to work within the Internet environment, whether in whole or in part, without direct human intervention, or requiring the presence of a natural person. The Kuwaiti legislator defined it in article no.1 of law No.20 of 2014 of electronic transaction code under the name of automated electronic system as a program or electronic system for a computer that has been prepared to act or respond to an act independently in whole or in part, without the intervention or supervision of any natural person at the time when the act or response is made. The same definition is found in the Jordan legislator in article No. 2 of the Electronic transaction code No. 15 of 2015.

Under the name of an electronic mediator, electronic agent is defined as a computer program, or any other electronic means used to perform an action, or respond to an action with the intention of creating, sending, or receiving an information message without personal intervention.

It is noted that none of the legislators, Kuwait or Jordan have deviated from the previous concepts, as each of them reviewed the ability of the electronic agent

Article II of the Unified American Act. Section 401, Section 2/6, U.S. Uniform Electronic Transactions Act The Canadian legislator has adopted the same concept in ⁵.article 19 of Canada's Uniform Electronic Commerce Act. Article V of the draft convention on international contracts concluded by electronic data messages⁶.

to work independently without the intervention or supervision of a natural person when conducting an act via the Internet environment .

One other definition considers the electronic agents as search tools that work through specific search strategies, in order to search in fields, text documents, and other forms such as images, maps in a specific environment which is the internet. (Barker, Joe, Types of search tools. op.cit) .

It is noted that the previous definition is based on the characteristics of the electronic agent from the capabilities of the self-dealing in the digital environment without extending to the development of a specific concept for it, due to the fact that it is technical definitions based on the advantages and developments of the electronic agent program and its ability to display and negotiate independently of the natural person using the program. Another one defines it as a program equipped with sensors, which behaves in the digital environment through effects (H, 2010).

In our viewpoint, the electronic agent can be defined as: an electronic program designed to act as a natural or legal person in a permissible act within the digital environment in which the traditional agent is unable to work because of the electronic agent's independence and self-ability into act and react.

The Computer, or system, programmers have the tasks of creating the code that helps software applications work more efficiently, designing and updating software solutions, writing and updating source code, and managing various operating systems. In addition to these tasks, the designer of the electronic agent program is the software and program developer. The designer provides the program with the required data that enables the program to perform the tasks required. The designer prepares the code that contains instructions that the computer can understand and follow. These instructions include a set of functions performed by the computer resulting from accurately written code .(11 Types of Programming Jobs (With Duties and Salaries) | Indeed.com , n.d.)

The design, development and programming of the electronic agent program may, and will, have faults and defects that may impact the performance and may result in a tort. The EA as a means of transferring the will of the program users to conclude the legal disposition according to the data provided to the program. What legal action is there for the user to take in case these faults and mistakes result in damages and when the legal action is available and defines, who is liable? We will try to address the liability issue which will be considered a non-contractual liability in accordance with provisions of the act Harmful.

The tort liability is based on three main keys that include the mistake or harmful act, damage, and causation (Proximate cause). This study will further discuss the first key, mistake or harmful act. The other two are addressed throughout the study.

The study points out that the basis of liability for the harmful act, The Kuwaiti legislator refers to this liability as Harmful act to emphasize the fact that it is illegal and is considered one of the most important compulsory sources of obligation. The

Kuwaiti legislators have based the personal liability on fault while the substantive liability is based on damage.⁷

The decision of the Kuwaiti legislator was influenced by both the Jordanian law (derived from Islamic jurisprudence) and the Egyptian civil code. This information is found in article (227) of the Kuwaiti civil code which states that whomever, regardless of age, causes harm to another is obligated to compensate the victim for the damages resulting from the wrongful act.

This situation of Kuwaiti legislator is built on two different theories of liability; the personal theory that is based on the mistake, and the substantive theory that is based on damage. The consequences of each theory may provide different results.; On the basis of damage, it is sufficient to commit the harmful act even if the perpetrator doesn't enjoy with legal capacity. One of these legislations is the Jordanian law as stipulated in article (256) of the civil code⁸.

(all damages⁹ to third parties shall oblige the perpetrator, even if he is under age, to guarantee the damage) .

By extrapolating the explanatory memorandum of the Jordanian Civil Code, we find that it stipulates: In this article, the legislator determines the general rule that every act that causes damage to others requires compensation, this rule of damage finds its rules in Islamic law that there is no harm or damage (19 Majallah(Magazine)), (and the damage is resist 20 Majallah) or (if the original is invalidated, the allowance is made to 53 Majallah)).

This situation of Jordanian legislature in damage was supported by the Jordanian court in several decisions ¹⁰.

As a result, according to the situation of the Jordanian legislator, it is sufficient for establishing responsibility to cause damage to the act, that is, the damage results from the act, as the elements of this responsibility are the act, damage and causal relationship, regardless of the distinction and awareness of the

⁷Effected by Islamic jurisprudence regarding liability for the harmful act, it has developed a general principle of liability for the harmful act based on damage. One of these rules ((no harm or damage) (damage is removed), every damage requires a guarantee, which varies according to the place of damage, if it is one of the examples, the injured person is given such as what perished or was destroyed, or the values were given its value. Referred to Dr. Amin Dawwas: The legal basis for liability for the harmful act: a comparative study between Kuwaiti law and the Journal of Judicial Judgments, Journal of the Kuwait International Law College - Year 10 - Special issue - Issue 10 - Annual Conference Research 8 - Part 1- November 2021 AD. Page 6-7.

⁸ Jordanian Civil Law No. 43 of 1976 published on page 2 of the Official Gazette No. 2645 issued on 01/08/1976 and became permanent law by virtue of the announcement published on page No. 829 of the Official Gazette No. 4106 issued on 16/03/1996.

⁹"Damage" means exceeding the limit to be stood at, or falling short of the limit to be reached in the act or refraining from causing damage, as it deals with the negative act and the positive act, and its significance goes to intentional negligence and mere negligence alike. Explanatory memorandum to the Jordanian Civil Code.

¹⁰ One of the decisions of the Court of Cassation that went in the same direction are decisions Nos. 466/1993 dated 07/02/1194, decision No. 1198/1993 dated 15/02/1994, decision No. 176/1999 dated 24/08/1999.

perpetrator, whether he is distinguished or not, aware of his transgression or unaware, wrong or not at fault.

The work of this basis in compensation for the injurious act or strict liability, as the jurisprudence calls it, includes greater justice; the accountability of the cause of the damage, whether aware or unaware, distinctive or underage, always preserves the injured person's right to compensation and reparation. The Kuwaiti legislator is influenced by the Jordanian legislator as evident by the harmful act in paragraph (2) of article (227) which holds whether the person causing the damage liable.

Pursuant to Article (256) of the Jordanian Civil Code and paragraph (2) of Article (227) of the Kuwaiti Civil Code, and according to the substantive theory, the designer of the electronic agent program is responsible for damages due to faulty programs and no plea of innocence is acceptable. Unconditional guarantee is required in case of direction case. However, in case of causation related to infringement or intentionality, the guarantee is required. In this case, and according to the Harmful act, the program designer is responsible for the direct damages arising from the electronic agent program, as if the program completes purchases and financial transfers to a person who did not conduct the transaction. The designer is also responsible in the event of causation when the EA carries out activities that cause harm to the recipient. For example, when the EA issues a legal request to a natural person on behalf of another person causing damages to the recipient of the request.

The Jordanian cassation court in several decisions supported the situation of legislator. One of these decisions was the liability of the distinctive based on causing damage by infringement, which is achieved when a person's behavior exceeds the legal limits. Such negligent behavior causes harm to others.¹¹ It was established in the lawsuit involving the car of the Iraqi-Jordanian Land Transport Company which hit the car of the distinguished against him, which was being driven by the son of the distinguished against him. The final criminal conciliatory judgment No. 88/88 dated 27/09/1988 proved the responsibility of both drivers for the accident, where the first was convicted for the offence of driving while intoxicated and driving in violation of traffic laws for not given the right-of-way to the other driver. The son of the discriminator was convicted of negligence for not being attentive. Consequently, both drivers were at fault and for causing direct damage to the car of the discriminator against him pursuant to article (257/2) of the Civil Code.

In summary: The Jordanian Civil Code, supported by the judiciary, evaluates the responsibility of the designer of the electronic agent program based on damage and embodiment of substantive responsibility providing that sufficient evidence exists to prove the act was harmful regardless of mistake, discrimination or awareness.

The corner stone of personal theory is mistake. Mistake, where the mistake is based on two elements, deviation and discrimination. The Egyptian legislator

¹¹ Decision No. 819/1994 dated 31/12/1994. Other decisions include: Decision No. 59/1998 dated 11/05/1998, and Decision No. 3201/2004 dated 08/02/2005.

adopted this theory in article (163) of the civil code which states that every mistake that caused damage to others obliges the person who committed the damage to compensate. While article (164) states that a person shall be responsible for his illegal acts when he was distinguished at the time of committing the mistake. It should be noted that deviation means act, infringement, or harm, and discrimination means perception.

The Egyptian cassation court defined mistake as a deviation from the normal behavior and the required vigilance and insight so not harm is done to others.¹²

While jurisprudence defined mistake as a deviation in the behavior of a person with his awareness of deviation act.¹³ Another definition states that mistake is prejudice to a right without having more or equal right than what has been infringed.¹⁴ Another definition goes to say that mistake is a deviation from the usual conduct of a habitual person if it is placed in the circumstances of the perpetrator¹⁵.

Regarding to previous definitions, it is clear that the core of the mistake in compromising a legal status without a legal basis or right to such deviation. As a result, and in accordance with the directions adopted by the Egyptian legislator, infringement or deviation from the usual behavior of a person is required to be accompanied by a fault by the person causing the damage, in addition to the availability of legal capacity (Discrimination), that is, the perpetrator of the act who caused the harm must enjoy discrimination and awareness¹⁶. Therefore, it is not acceptable to say that the first element of responsibility for harmful act (Mistake) is available once the deviation or infringement in the behavior of a person has been achieved; only in this case is availability of the mistake corner. In this case, where the damage caused is the result of the fault of the perceived and discerned, he shall be responsible for a compensation and reparation for the damage. This direction taken by the Egyptian legislator where Kuwaiti legislator was effected by it in paragraph No. 1 of Article No. 227 of the civil code. What was followed by cassation court when it decided to dismiss the lawsuit for failing the element of mistake¹⁷. The Kuwaiti legislator denied this capacity when he stipulated in paragraph No. 2 of Article No.227 the person to be obliged to compensate for the damage resulting from his wrong act, even if he is not distinguished, it also

¹² Egyptian Court of Cassation Decision No. 7876 of 76 judicial, referred to by Dr. Amin Dawwas, previous reference, p. 10.

¹³ Dr. Ibrahim Desouki Abu Al-Lail: Civil Liability and Enrichment Without Cause: A Study of Involuntary Sources of Obligation According to the Kuwaiti Civil Law, Dar Al-Kutub Foundation, 1998, p. 47.

¹⁴Dr. Muhammad Sabri Al-Jundi, op. cit., p. 93.

¹⁵ Mustafa Ahmed Hegazy: The Civil Responsibility of the Judicial Expert, Dar Al-Nahda Al-Arabiya, 1998. P38.

21Dr. Amin Dawwas, previous reference, p. 12.

¹⁷ Kuwaiti Court of Cassation Decision No. 1268, 1293/2013 Civil Session 06/01/2016..2016/01/06 2013/1268•1293

confirmed by the cassation court that the lack of awareness or discrimination does not prevent responsibility¹⁸.

Knowledge of the work of the electronic agent and programming it until the mistake is proven and then move to prove the damage and causal relationship. The duality and confusion in the situation of the Kuwaiti legislator between both the personal and substantive theories is noted and this difference is due to the expression stipulated by the legislator in the beginning of Article (227) when he mentioned the "wrong act", so did the legislator intend the mistake as the personal theory went or did he mean the substantive theory when he committed the non-distinguished from his wrong act as stated in paragraph (2) of the same article. The view was expressed that the Kuwaiti legislator evaluated liability for the harmful act on the basis of substantive theory, referring to the relevant provisions of the Civil Code, which did not use the term fault, but other expressions that confirmed the establishment of responsibility for the harmful act. From our point of view, this view is justified, especially paragraph (2) of Article (247), which obliges the non-discriminatory to compensate; However, the Kuwaiti legislator, on the other hand, has used the expression of mistake in more than one location, including Article (234) (if the fault of the injured party contributes)

By fulfilling elements of responsibility for the harmful act, the actor, whether direct or causing, is obliged to compensate for the damage caused by his action, which is estimated on the basis of the damage¹⁹ 'Which can only be done to the injured person by resorting to the judiciary to award compensation. Where the court decides to prove the elements of responsibility for the harmful act to oblige the designer of the electronic agent program to compensate for the damage caused to the injured person (Abu-Elhaija, 2020).

Based on the foregoing, the study will address the compensation claims and the compensation ²⁰ Or Guarantee through two parts.

Liability claim: The parties to the liability claim²¹ are both the plaintiff and the defendant. We will address both parties separately in addition to the burden of proof.

¹⁸ Kuwaiti Court of Cassation Decision No. 1268, 1293/2013. Civil session 06/01/2016. .2016/01/06 .2013/1268·1293

²⁴ According to Islamic jurisprudence, there is no compensation for prejudice to an interest that allows a gain not recognized by the legislator. Damage must be certain: it is the one that actually occurs or if its occurrence in the future is certain, while the contingent harm is not taken into account. And that the damage is direct, and here we refer the conversation to the direct and causing. The damage must be personal, with extension to others if the damage is extended to them. For details, see Dr. Muhammad Sabri Al-Jundi, op. cit., pp. 398-436.¹⁹

²⁵ With regard to agreements amending liability provisions and exemptions from liability, we will only refer to them in the margin.

²¹ The lawsuit shall be instituted within three years of knowledge of the damage and the cause thereof, and in all cases the claim for liability for the harmful act shall be time-barred by the lapse of fifteen years. See Article 253 of the Kuwaiti Civil Code and Article 272 of the Jordanian Civil Code. In many of its decisions, the Jordanian Court of Cassation has upheld the approach adopted by the Jordanian legislator, including: Decision No.

The Plaintiff: The injured person(s) who suffered damages resulting from the electronic agent program has the right to file a claim before the court against the person responsible for the damage. Depending on the case, multiple plaintiffs and multiple defendants may be involved.²²

The Defendant: Regarding to Kuwaiti and Jordanian legislators, the designer, whether a natural or artificial person, of the electronic agent program is the defendant for the damage occurred because of the program.²³

The Burden of Proof: The burden of proof varies according to the basis adopted by the legislator in establishing responsibility for the harmful acts. The Jordanian legislator's position is content with the trend that built responsibility for the harmful act on the basis of substantive theory which is sufficient to prove the damage by the plaintiff and exempt him from proving the harmful act. Whereas, by proving the damage, the presumption of negligence or infringement assumed by the legislator is established. While the plaintiff's obligation extends to proving the defendant's fault along with the damage and causal relationship according to the direction followed by the legislation that was influenced by substantive theory, it is not enough according to this trend for the plaintiff to prove the fault of the designer of the electronic agent software; rather, it must also prove the damage he suffered as a result of this mistake. The difference is clear between the two theories of facilitating the injured person according to the substantive theory in fulfilling his right to compensation for the damage suffered, while the issue is difficult for the injured according to the personal theory to the extent that it may reach the loss of the right to compensation and reparation if the injured person cannot prove both the fault and the damage.

When Plaintiff proves his claim, the rule of compensation²⁴ prefers that the value of the damage caused by the harmful act is determined via an agreement reached between the parties of the claim, mainly plaintiff and defendant. Otherwise, damages will be determined in court.²⁵ Which we will discuss the extent to which it is compatible with the responsibility for the harmful act arising from the electronic agent program and the statement of the responsibility of the designer for it.

The legislations embodied two kind of compensations; Non- financial compensation which refers to restoring the situation, at the request of the injured

5344/2022 dated 26/02/2023, Decision No. 5950/2022 dated 15/02/2023, and Decision No. 6387/2022 dated 19/12/2022.

²²Dr. Amjad Mohammed Mansour: *The General Theory of Obligations, Sources of Commitment*, Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan, 2015, p. 349 and beyond.

²³ For more information, see Dr. Yassin Al-Jubouri: *Al-Wajeez in Explanation of Civil Law, Part One, Sources of Personal Rights and Obligations*, Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan 2011, p. 610 and beyond.

²⁴ The designer of the smart agent software is not responsible for compensation in cases where the foreign cause is proven. See Article 233 of the Kuwaiti Civil Code, which corresponds to Article 261 of the Jordanian Civil Code.

³⁰ For more details on compensation, see: Dr. Yassin Al-Jubouri, previous reference, p. 617 and beyond.

Dr. Amjad Mansour, op. cit., p. 354 ff.25

party, to the pre-accident shape.²⁶ However, in most cases, damages caused by the electronic agent program require financial compensation. And The financial compensation, When the non-compensation applied because of non-applicable reasons, or the injured person didn't ask the court in the first place. In this case, the financial compensation will be at the court discretion. This result came from paragraph No. 1 of Article No. 247 of Kuwaiti civil code.²⁷ If the court was unable to reach a specific amount by the time the verdict was rendered, the court has the right to authorize the injured person to file a claim for compensation within a certain period of time.²⁸

When damage arising from injurious act, whether the damage is foreseeable or unforeseeable, it is estimated on the basis of two elements, the loss suffered by the injured and the loss of income. In the case where there are several persons causing damage, the court may decide equally or jointly and severally between them²⁹.

As a result, in the establishment of the elements of liability for the harmful act in the manner described, the designer of the electronic agent software is liable to compensate for all damages arising from the program.

Conclusion

Through this research, we were exposed to a legal issue of importance, which came as a result of technical developments represented in the use of the electronic agent in transactions and the extent to which the designer of the electronic agent program is liable for compensation in the event that the program causes damage in accordance with the provisions of non-contractual liability, or liability for the harmful act, where the study reached a set of results and recommendations

Recommendations

Based on the aforementioned discussions, this study recommends that the Kuwaiti legislator amend the basis it adopted on liability arising from a harmful act

²⁶In accordance with paragraph 2 of article 246 of the Kuwaiti Civil Code, which states (the judge may, depending on the circumstances, and at the request of the injured party, order the restoration of the situation to the status quo ante or any other performance as compensation). Which is equivalent to paragraph 2 of Article 269 of the Jordanian Civil Code.

²⁷ The compensation determined by the judge shall be reparative for the damage in accordance with the provisions of paragraph No. 1 of Article 247 of the Kuwaiti Civil Code.

²⁸ In accordance with paragraph No. 2 of Article 247 of the Kuwaiti Civil Code. Which is equivalent to Article 268 of the Jordanian Civil Code. The Kuwaiti Court of Cassation confirmed the provisions of the said article. Decision No. 257/2013 dated 07/10/2015.

²⁹ According to the text of Article 228 of the Kuwaiti Civil Code, which states: "If there are several persons whose damage was caused through their fault, each of them is obliged, vis-à-vis the injured party, to compensate for all damage. 2. The fine of liability shall be distributed among the various officials to the extent that the fault of each of them in causing the damage is not possible, and if this role cannot be determined, the fine of liability shall be distributed to them equally." Which corresponds to Article 265 of the Jordanian Civil Code.

in the civil law by explicitly stating that it is based on damage to allow for a greater protection of the injured person.

In order to provide greater protection to customers through open networks and to achieve the vision and aspirations of the State to be a global financial center, we propose modifying the Kuwaiti Electronic Transactions Law that emphasizes liability for damages caused by the automated electronic system. This study recommends that the Kuwaiti law includes a statement that shows that the programmer, distinguished or not, is liable for damages caused by the automated electronic system ..

References

- Mansour M. A (2015). *The General Theory of Obligations, Sources of Commitment*, Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan.
- Dawwas A. (2021). The legal basis for liability for the harmful act: a comparative study between Kuwaiti law and the Journal of Judicial Judgments, Journal of the Kuwait International Law College - Year 10 - Special issue - Issue 10 - Annual Conference Research 8 - Part 1.
- Barker, Joe, Types of search tools, UC library, (2002). [http:// www.Lib.berkeley.edu/Teaching.html](http://www.Lib.berkeley.edu/Teaching.html).
- Cosme. Galliano, How do Search Engines Work? <http://www.isedb.com/db/articles/117>.
- Emily M. Weitzenboeck, Introduction to the special issue on electronic agents. [www.http://ijlit.oxfordjournals.org/cgi/reprint/9/3/187](http://www.ijlit.oxfordjournals.org/cgi/reprint/9/3/187).
- Gonzalo S. A. (2000). *Business Outlook on Electronic Agent* .ECLIP(Electronic Commerce Legal Issue), Final Release. At: http://128.176.101.170/eclip/forum/Ist/business_outlook.pdf.
- Hanh T. and Thaovy T. (n.d.), Intelligent Agent. www.engin.umd.umich.edu/cis/course.des/cis479/projects/agent/intelligent_agent.htm
- Keer I.R: Providing fo Autonomous Electronic Device in the Uniform Electronic Commerce Act. P 3. Available at: www.law.ualberta.ca/ulc/current/েকেer.htm.
- Lenny F. (n.d.). Agent and Appropriation. www.fornier.medi.mit.edu/people/fornier/julia.htm
- Mohammed I. Abu El-Haija. (2020). Resolving Marine Disputes by Arbitration Analytical study in Jordan Marine law and Hamburg Convention, *Journal of Legal, Ethical and Regulatory issues*, 23(1S). 1-6.
- El-Haija A. M. (2014). The Intelligent Agent and Dubai Legislature Situation from Legal Action Made through Intelligent Agent, *Journal of Law, Policy and Globalization*, 30. 9-18
- Mohammad Al-Zu'bi (1987). The Responsibility of the Direct and the Causative in the Jordanian Civil Code, *Mutah Journal for Research and Studies*, 2(1).
- Ibrahim Desouki Abu Al-Lail (1998). Civil Liability and Enrichment Without Cause: A Study of Involuntary Sources of Obligation According to the Kuwaiti Civil Law, *Dar Al-Kutub Foundation*.
- Meta Data and search tools consulting, 2002. <http://www.searchtools.com/info/metadat.2002>.
- Al-Jundi S. M. (2022). *Tort Liability Responsibility for the Harmful Act/ Conditions of Responsibility for Personal Act/ A Study in Western Jurisprudence, Islamic Jurisprudence and Civil Law*, Dar Al-Thaqafa for Publishing and Distribution.
- Ruth B., Martin G. (2002) A personal Email Assistant. www.hpl.hp.com/techreports/2002/HPL-2002-236.pdf
- Tom A. and Robert W. (1996), Can computer make contracts? *Harvard Journal of Law Technology*, 9(1), 26-52
- Mustafa A. H. (1998). *The Civil Responsibility of the Judicial Expert*, Dar Al-Nahda Al-Arabiya,
- Yassin Al-Jubouri (2011). *Al-Wajeez in Explanation of Civil Law, Part One, Sources of Personal Rights and Obligations*, Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan.

Legislation and court decision

- *Canadian Uniform Electronic Commerce Act*
- *Egyptian Civil Law No. 131 of 1948*
- *Jordanian Civil Code No.43 of 19756*
- *Jordanian Electronic Transaction Code No.15 of 2015*
- *Kuwaiti Civil Code No. 67 of 1980*
- *Kuwaiti Electronic Transaction code No.2 of 2014*
- *UAE Civil Code No. 5 of 1985*
- *U.S Uniform Transaction Act. available at: <http://www.law.cornell.edu/ucc/1>*
- *Egyptian Cassation Court*
- *Jordanian Cassation Court*
- *Kuwaiti Cassation court.*