

Design contract for the electronic bank's website

عقد تصميم موقع البنك الإلكتروني

Hadda Boukhalfa

University Oum El Bouaghi

Hadda.boukhalfa@univ-oeb.dz

Date of submission:09/07/2023 Date of final acceptance:22/06/2024 Date of publication :juine 2024

Abstract :

As a result of the evolving technological performance of the electronic contract in the provision of Internet services, As an impact of contemporary technology. And lift the existing barriers between the provider and the customer. Electronic transactions have arisen within the Internet. It provides an electronic service known as the design or creation of a website, including the processing of an electronic bank website, which enables the owner of the electronic bank to offer its services to the subscribing customers. This website is a link between the client and the electronic bank. The Website Design Service puts many advantages to the Bank in offering its services to customers and expanding within the digital economy, whereby the Website Design Provider is committed to enabling the Electronic Bank to provide its services within the framework of a contract concluded between the parties, including pre-agreed terms.

This study aims to identify the most important legal and jurisprudence aspects of the design contract of the Bank's website and the obligations of its parties.

Keywords: website design contract, electronic bank, internet services, client, electronic designer.

ملخص:

نتيجة للتطور في الأداء التكنولوجي الذي يتمتع به العقد الإلكتروني في تقديم خدمات الأنترنت. بوصفه أثرا من آثار التكنولوجيا المعاصرة. ورفع الحواجز القائمة بين المزود و العميل. نشأت تعاملات إلكترونية داخل شبكة الأنترنت. توفر خدمة إلكترونية تعرف بتصميم أو إنشاء موقع إلكتروني، ومنها تجهيز موقع بنك إلكتروني، والذي يمكن صاحب البنك الإلكتروني من عرض خدماته على العملاء المشتركين. بحيث يكون هذا الموقع حلقة وصل بين العميل و البنك الإلكتروني. تضع خدمة تصميم المواقع الإلكترونية مميزات كثيرة للبنك في عرض خدماته على العملاء و التوسع ضمن نطاق الإقتصاد الرقمي، و الذي يلتزم بمقتضاه مقدم خدمة تصميم الموقع بتمكين البنك الإلكتروني من تقديم خدماته الإلكترونية في إطار عقد يتم إبرامه بين الطرفين، يتضمن شروط متفق عليها مسبقا.

و تهدف هذه الدراسة إلى تحديد أهم الجوانب القانونية و الفقهية لعقد تصميم موقع البنك الإلكتروني و الإلتزامات التي تقع على عاتق أطرافه.

الكلمات المفتاحية: عقد تصميم موقع إلكتروني، البنك الإلكتروني، خدمات الأنترنت، العميل، المصمم الإلكتروني.

Auteur correspondant :Hadda Boukhalfa

Introduction:

The Internet has provided many businesses with the opportunity to provide financial services through the websites Banking institutions have used this opportunity and offered their services on the Internet via websites, However, for the privacy of the banking business, he had to offer his services via his own website to maintain the confidentiality of customers' data and the legitimacy of their banking operations.

A person wishing to prepare a database often performs the procedures for creating it himself if he or she is an expert in preparing database material Otherwise, he entrusts the order to a third person named the designer who prepares a design for this data through which it can be used by more than one user, This is what banks turn to in the task of designing a website for the design service provider.

Banks are developing the idea of the Bank's presence on the Internet within the framework of technical standards and controls prepared by the electronic designer in the framework of the information services provided by the Bank for amounts of money agreed between the two parties. Electronic bank must take its legal and technical form that qualifies it to carry out banking operations with the same efficiency as the traditional Bank.

The website design contract is the legal form of the informatics service requested by the bank from the electronic designer to carry out the process of establishing the bank's website within the terms and procedures required by this contract to be correct. The establishment of the electronic bank is a recent legal issue that requires legal treatment of the technical and technical nature of the bank and how it appears online.

The importance of the Web Design Contract is that it is one of the most important information Internet services contracts required for the establishment of the Bank's website. It represents the legal link between the designer and the Bank that results from the website represented by the Bank's Internet interface.

The importance of this topic is to examine this contract in its legal aspects and to determine its legal nature and the parties to the contract and the implications of the obligations incurred by the bank and the supplier designer of the information service.

To that end, we can raise the problematic of this study as follows:

What is the legal regulation for the electronic bank's website design contract?

For more detail in the portions of the subject matter of this study, we have divided the plan as follows:

- Conceptual Framework for the Design Contract of the Bank's Website
- Components of the Design Contract of the Bank's Website.

Section I: Conceptual Framework for the Design Contract of the Bank's Website

The design contract of the Bank's website is a modern contractual relationship that requires practical and technological tasks to achieve, especially as it works on technical aspects within a legal framework. In this part, we address the definition of this contract and its parties, and then determine the specific nature of it.

A) Concept of a design contract for the Bank's website

Internet services are one of the electronic contracting images used by the consumer and the electronic user to take advantage of the Internet. A website design contract is another form of electronic contracts between the user and the design service provider, and we will know this contract and identify its parties as follows.

1. Definition of the design contract for the Bank's website

The Internet service provided by the supplier "is part of the contracts for the establishment of the site, which is the contract for the provision of services where the service provider is obliged to create a website for the customer through the computer owned by him and connected to the internet so that he can deal through this site through his own device"¹ within the terms specified by the customer and the contractor commits to create the sites.

A website design contract for the Bank is defined as an electronic service contract, in which the provider is obliged to create the Bank's website through its own computer and Internet connection so that the Bank can deal through this website through this device².

In accordance with article 3 of Executive Decree³ 98-275, the Site shall mean: "Any place containing a distributor or distributors of the data necessary for the provision of the services of the Internet -". It is a fixed customer place that enables it to display all its products, services or information. The owner of this site can be another service provider who wants to offer him his services. In any event, the party to this contract is the person who wants to submit to the site any information, data or goods he wants. The other side is the designer of this site.

And "the creation of the site is either done under a separate name, or is done through another site, and the first method is undoubtedly more expensive because it achieves independence and stability on the Internet. The establishment of the site requires the conclusion of a contract with the company and the completion of the administrative procedures necessary to obtain a name for it. And that's a very important issue. The name must be selected and a request submitted to the competent authorities. in order to complete the registration and give it legal protection "⁴.

"Indeed, there is no stable form of the website, but its nature necessitates change, and therefore it is timely and ephemeral sites, from what it offers to use its name or form by others⁵."

The website is created on the Internet by drafting or designing pages of the site. This is through the design of the site to develop a particular visualization that is appropriate to the nature of the site. And what services they can provide and then implement that perception. The designer often uses one of the languages used in site formulation, the most famous of which is HTML⁶.

This contract is also known as the Database Exploitation Contract. This contract is concluded between the Database factory and user, and all contracts relating to databases contain terms or conditions referring to intellectual property⁷. It also makes provision for the use of the rule and for the determination of the parties' responsibilities in the contract and the results derived from its modernization. And It is one of the contracts between the information suppliers and the designer who provides the sites through which the information is broadcast and the services that the information supplier wants.

"The legal wording of contracts with a website design supplier when acquiring databases, digital information, copyright protection and intellectual property is a basis for the implications of dealing with electronic banks and an obstacle in the event that they are not absorbed and studied.

Furthermore, technical and legal expertise is required to achieve more effective and efficient storage, processing and dissemination of information ⁸".

The aim of setting up an electronic bank website is to make information accessible to everyone who enters the Internet. This information must meet several conditions, the most important of which must be up to date. This means that the designer adds all new knowledge regarding the area of interest to the participant and that the contractor is aware of any change in the components of the database, and this information must be comprehensive so that it fully covers the area under contract⁹.

It should be noted that it is rare for the designer to be the owner or author of the data. As if he were the same author, the designer's task is to design and structure the information bank or the information system in which the data appear.

A terms book is also prepared to conclude the website's construction contract. It shows the technical way to create the site and the customer's needs. It is mostly edited by the provider and approved by the client¹⁰.

2. Parties to the design contract of the Bank's website

The funniest design contract on the Bank's website is the design service provider and the bank, which is what we will separate from.

First: Site Designer

A website designer is a service operator who determines the form in which the site pages will appear, how they will be linked to each other, and how to access them via search engines, allowing the user to easily access the information on this site, as well as to move between pages in an easy way."It is one of the tasks of his function to address the technical aspect of the site and will the pages contain images and drawings, and he is the person responsible for redesigning any of the websites in keeping with the constant and continuous development in the world of communications and information¹¹."

The website designer is also one of the companies specializing in producing software for online conversations. These programs allow Internet users to connect and communicate directly with other people via cyberspace, through conversational programs they can express their will to speak directly. Also, seeing each other directly through a digital video camera connecting to the two parties' computer such as face book, Twitter, Instagram¹² and other conversational programs.

It is also known as the source of Internet sites. It is the person who determines the form on which the pages of the site will appear and how to link them to each other so that the user can easily access the information on this site and also easily and conveniently navigate from one page to another. One of his functions is to take up the site's technical aspect and will the pages contain photos and drawings. It allows the user the right to obtain information in any way within the limits of the applicable regulations¹³.

And he is ,The person responsible for operating, maintaining and monitoring a web site with information or services provided to users.

He is "the person who receives messages sent by the users of the network in connection with any complaint encountered in dealing with the site or any technical or technical problem. It also receives correspondence from similar site managers who may send them some feedback or advice to improve the performance of the site or to achieve cooperation between them ¹⁴", which can be

said to be the person who oversees the proper functioning of the sites and the functioning of their pages. Ensure that there are no problems if any.

Finally, we conclude that the electronic designer is any natural or moral person who creates a page on the website, information system, information network, or other information technology means. Until another service provider or user uses it to publish images, movies, writing, codifying or drafting information, data, or documents.

From the foregoing it can be said that the designer of the site requires the following:

- A site designer can be a moral person. Design companies that meet the required requirements and qualifications may apply for a license to perform website programming and design services.

- The designer must obtain a licence from the competent authorities, within the terms and procedures for the establishment of design companies. This requirement relates to the legal nature of the applicant's personality. He should be among the persons authorized by law to engage in the activity of providing electronic design services.

- To possess the technical and material capabilities to provide services to clients, which are closely related to the substantive and material potential of this activity in such a way as to ensure its expertise, both with regard to its need for substantive and organizational skills, as well as for the designer to have a fixed duty station dedicated to the exercise of this activity with the necessary mechanisms for the operation and management of the system.

Second: Electronic Bank

The terminology of electronic banks or Internet banks is used as an evolving and comprehensive expression of concepts that emerged in the early 1990s as the concept of remote financial services or remote banks. Some also use the term virtual bank or web bank¹⁵ and the evolution of this concept with the emergence and development of the Internet.

Despite the multiplicity of terminology known to electronic banks, they are defined as: "Those banking institutions that provide a wide variety and increasing range of products and banking services to a large number of customers through electronic distribution channels that customers can access the same products and banking services provided by traditional banks without having to have them in the branch¹⁶."

On the other hand, the trends in electronic bank by definition are three, as follows¹⁷:

First Direction - Providing Some Online Banking Services:

One proponent of this trend identified the online bank as: "The bank that provides banking services via its website", and also as: "The bank whose website allows customers to make electronic money transfers at least", as well as "a website that provides financial services in the virtual environment".

This trend has been criticized in several ways:

- It opens the way to confuse different patterns of banks' access to the Internet, not every Internet bank's website can say that we are in an online bank.

- These tariffs limited the Bank's services to online-only services, although the Bank's presence on the Internet makes it a favourable opportunity to offer its marketing and investment services.

- These tariffs are purely technical in nature, and do not address the legal aspect of the bank.

Second direction - just being online:

The proponents of the electronic Bank, identified the online bank as: "The bank that only exists on the Internet", as well as a specialized online dictionary as: "The bank that only exists on the Internet through an internal Internet network", as well as "the bank that only operates on the Internet".

This trend has also been criticized for two reasons:

- The e-bank only offers its services on the Internet. Although this bank operates only on the Internet, it can perform its services in the real environment through ATMs and machines for various electronic payment cards.

- This trend lists technical definitions that ignore legal aspects.

Third direction - Lack of physical presence of the bank:

This trend defined it as: "A bank that has no physical branches and performs its services via the Internet and ATM." It is also defined as: "A bank with no physical branches, which communicates with its customers via electronic means connected to the Internet, such as ATM, telephone and PC."

Although this trend avoided criticism of the previous tariffs, it also ignored the legal aspect.

So these tariffs can be collected in that electronic banks are "All banking activities carried out by banks or non-banking institutions through the Internet from the stage of advertising to contracting and operating banking services, thus they are virtual banks that create websites on the Internet to provide the same services of the Bank's website from withdrawal, payment and transfer without the transfer of the customer to them." "The use of the Internet as a channel of communication in the provision of remote banking services. Such services may be traditional: opening accounts, or electronic payments¹⁸.

Finally, we can know that the Bank is a website licensed by law to conduct its activities in an electronic environment, containing all the software needed to provide banking and marketing services to customers.

Electronic banks work to reach a broad base of customers across the globe without observing a certain place or time, and these customers are fast bankers, the majority of whom work in e-commerce, without being confined to customers staying next to their traditional branches based on reality. They also keep track of the possibility of ordering the service at any time and on weekdays, which provides convenience to the customer, as well as the confidentiality of transactions that characterize these banks and increase customer confidence in them.

too. E-banks offer all the most advanced online services that distinguish them from traditional banking services such as:

- a simple form of e-bulletin on e-bank services;

- Provide customers with the method of ascertaining their bank balances;
- Provide customers' payment method for bills drawn electronically;
- How to manage portfolios (of shares and bonds) for clients;
- Money transfer method for different customer accounts¹⁹.

In general, e-banks offer wider choices for their customers and more freedom to choose services and quality. However, the biggest challenge is how effective this banking is to earn customers' trust in them, which requires the e-bank to provide a database to perform services efficiently²⁰.

B) The special nature of the design contract of the Bank's website

The special nature of the Bank's website design contract and its technical services raises many legal issues that determine the type of relationship between the website designer and the bank, which we will study in this part.

1. Contract for the sale of technical tools

The website design contract can be adapted as one of the contracts for the sale of technical tools. And technical tools are meant to be the physical tools needed to design the bank's network. It is a set of electronic devices of computers and alarms. Connectivity tools such as wires, which are needed to build the Bank's network and Internet connectivity. In order to obtain these tools, the electronic bank will purchase them from individuals or companies that sell them. This is in exchange for the electronic bank's obligation to pay for it in order to achieve the agreement entered into in the contract and therefore we are in the process of a sale contract that is subject to the rules of the sale contract²¹.

In order to obtain the website consisting of the information programs necessary for its operation, the bank must contract it by selling it to those who have the right to dispose of it, in the quantities and specifications required for the nature of the bank's work²².

Due to the technical nature of the technical tools sale contract between the designer and the electronic bank, the electronic bank's selling designer must be delivered as agreed. Where the designer as the seller is obliged to deliver the website and is the selling thing as agreed, by placing the seller at the disposal of the electronic bank as the buyer. And delivery here is to put the selling site at the disposal of the electronic bank so that it can acquire and benefit from it without hindrance, and in accordance with the regulations and laws governing it.

Electronic delivery is in the form of digital information, and the Internet is used as a channel for the distribution of services and the transfer of this sale and delivery to the electronic bank in electronic form. Extradition here against the electronic bank has a special concept, it is not a material act. Once the devices are placed under the control of the bank, they must be usable according to the nature of the bank's banking business, and for the purpose for which these tools are allocated²³.

The electronic bank must ensure that this website conforms to the agreed specifications in accordance with the contract between it and the designer. and the bank must put them on trial for a certain period to ensure their validity and safety, The bank may make a transcript of the delivery of the sales site, so as to make reservations and observations on the initial operation, and the extent to which these tools conform to the required specifications²⁴.

This contract also results in the transfer of ownership of the website to the electronic bank based on the agreement between the seller and the designer and the bank as the buyer. And so it can dispose of it, but the property that is transferred to the electronic bank under it is the ownership of the physical broker that is loaded with the program. Without the program itself, where it remains the property of its author and is the designer with an intellectual property right and that the electronic bank's acquisition of a copy of this program for payment is only for its use, without exploitation.

The designer must also comply with foresight or information, which is one of the most important obligations arising from the contract for the sale of technical tools. The designer works with the bank's foresight and gives him the necessary information and the status reached in the execution of the desired site.

The special nature of the Bank's reliance on technical tools, the electronic nature of the Bank's Internet banking activity, It is necessary to familiarize the bank with all the technical details of the technical tools work. Especially because the Bank's need for such data does not stop at the point of a person's use of it, It extends to enabling the Bank to inform its customers how to handle the Bank's technical tools. The bank must be informed of all technical details related to the work and maintenance of technical tools.

We believe that this opinion is contrary to the nature of the sales contract, because the relationship between the seller and the buyer ends after the seller's delivery and receipt of the price, This does not happen in the website design contract, the relationship between the designer and the e-bank remains, And this relationship is not interrupted after the design of the site, if it constantly checks the site and corrects the crashes it is experiencing, This is an update based on the bank's e-request.

Nor does the bank have the right to exploit the website since it is the designer's intellectual property, for example, the electronic bank cannot provide a copy to others.

2. Contractor's contract

Through consideration of the nature of the mutual performance by the parties to the contract, we are in the process of a contracting contract, whereby one of its parties and the designer of the site commits to a particular work relating to the performance of an information service independently of the employer, and in return the other party, the electronic bank, is obliged to pay the financial reward²⁵.

The place of contract in the contractor's contract is to provide work. And for the employer is the wage he pledged to pay the contractor, Since the shop in the website design contract is to provide a service to the electronic bank for remuneration. And so the place of the contract is to provide a work of designing a site that benefits the bank when it operates in dealing with its clients, The work performed by the service provider may be considered as falling under the description of the contractor. In addition, there are many subscriptions between the contracting contract and the website design contract.

The service provider's work can be considered to fall under the description of the contractor. In addition, there are many subscriptions between the contractor's contract and the website design contract²⁶:

- In return, the corresponding contract is in the form of a sum of money that the employer is obliged to pay to the contractor, which applies to the website design contract where the electronic bank is obliged to pay a sum of money for the design of the website provided to the designer.

- In terms of supervision and oversight, in the contractor contract the contractor is independent of the employer, it is not governed and supervised, as well as in the website design service contract, the designer is not controlled and supervised by the electronic bank.

- In terms of transferring ownership, the contractor does not have to transfer the way it works to the employer, nor does the designer in the website design contract need to transfer ownership of the technical programs and techniques he used in creating the site to the electronic bank, but only enables him to use the site.

- The contracting contract also agrees with the design contract of the bank's website that both are awarded the right holder (Electronic bank) On a certain thing some of the powers he has on that thing to the other party (Designer), according to a particular framework determined by the holder of this right (eBank), these authorities are programming, information production and technical knowledge for a sum of money that the bank is obliged to pay to the designer.

Based on the foregoing, the researcher considers that the website design contract cannot be regarded as a copy of the contractor's contract, because of the difference between the two contracts.

The website design contract compromises part of the website's ownership and retains part of its intellectual property right, while the contractor contract transfers all ownership. The contractor's work focuses on the idea of completing the work with the transfer of the contractor's ownership.

Based on the foregoing, the website design contract is an electronic contract of a special nature, given the different nature of the contract parties, and the different nature of this type of contract that compels us to deal with and adapt it in a different way from traditional contracts.

Section II: Components of the Design Contract of the Bank's Website

The proper conclusion of the design contract of the Bank's website must provide a set of Elements , and as a result of this contract the obligations to be implemented, we will determine the elements of the design contract of the Bank's website and the obligations resulting from its conclusion.

A) Elements of the design contract of the Bank's website

The design contract of the Bank's website is like other contracts that need the satisfaction , the subject and the reason for its contract, and we will address all these Elements in detail.

1. Satisfaction

Consent is generally defined as the exchange of two identical intentions to produce a legal effect, necessitating a party's expression of consent, which is affirmative, a counterparty's expression indicating acceptance of the affirmative, as well as an affirmative acceptance link, and website design contracts do not derogate from this rule, except that the affirmative and acceptance are expressed by electronic means²⁷ .

An electronic affirmation is required to be clear , There is no possibility of interpretation or ambiguity, and there is no reservation, and to contain the essential elements of the contract to be concluded. If the affirmative or presentation does not contain a clear definition of the elements of the contract, it is not considered positive, but merely an invitation to contract. An electronic response should also include data indicating the identity of the offeror, all of which would serve to achieve the conviction of acceptance of the other party, leading to adequate knowledge of the

electronic consumer, and require that the response be fully clear, specific and unambiguous, and be irreversible on the part of the offeror²⁸.

The website design contract is concluded in two ways either the designer prepares and distributes custom forms to create websites This work is adapted as an invitation to contract, and the affirmative is the mobilization of the application and its signature by the electronic consumer, Acceptance is up to the designer, who works to study the consumer's e-application to take the decision to grant it or refuse to take advantage of the website design service whenever he finds that the applicant is not eligible for it. and is not obliged to reject it on the basis of the principle of freedom of contract and personal consideration of contracts²⁹.

A person wishing to receive a website design service will sign a request containing a number of data related to the e-bank such as commercial name, address, nationality, financial status, etc. The application also includes data on the required service, the way it is used, the duration of the contract, the cases where the service must be cancelled or withdrawn, and the procedures to be followed in case of theft or hacking of the service. The request also includes the obligations of both parties³⁰.

2. The subject

Due to the excellence of e-design services provided by licensed companies contracting it in connection with this activity replaces the contract with its clients with the website creation service, The term website creation service refers to the process of programming websites by electronic means that are produced and managed by service providers and are technical and technical means, and are the subject of a website design contract.

The subject of this type of contract is to carry out an information service, namely, the website creation service provider's obligation to design the site in place of the contract with the agreed technical specifications and at the request of the second party, as well as to make it distinct in a way that ensures its operation under intellectual property laws contracts between electronic bank and information suppliers, which provides the sites through which the information and services that the second party wants are broadcast.

The design of the site contains the database and information that is considered private ownership of the electronic bank, unless there is a contrary requirement between the parties. Therefore, the designer contracting with the electronic bank is obliged to use the rule only for his own need and not to perform any direct or indirect commercial exploitation of the data.

Although the location of the website design contract is a mental production, the e-designer must keep the files and data provided by the electronic bank confidential and disclose them only with the authorization of the owners.

As for the site, it is the mental production that the designer strives to create and the electronic bank is committed to maintaining its confidentiality, but it is considered a violation of property rights and authorship protected by law.

"The number and variety of websites or Internet pages is such that it can be said that it is difficult and even impossible to limit sites used to advertise goods and services³¹". Every entity, company, enterprise or even natural person can own an Internet site to which any user can access and browse and inform all the contents of the site through their e-address.

3. Reason

Both parties have a legitimate reason or motive in concluding the electronic design contract. The designer seeks to make a profit through his activity and is his main motive for contracting. The designer of the site re-evaluates the financial exchange agreed with the beneficiary. This is for the new additional services it may provide to the beneficiary. These include updating information and keeping it up to date and developing websites and information banks. In this regard, it is subject to laws and instructions.

The Reason of the electronic bank is to develop the performance of banking by electronic means And by doing away with paper documents with documents of a more quickly negotiable nature, Thus, electronic banking transactions do not know time or space constraints. It takes place at any time of the day and its work does not cease with the expiration of the official working hours. As it can be managed from anywhere, all these Reason prompt the parties to conclude the contract that enables them to use the advantage of being on Internet sites.

The reason why the electronic bank customer seeks to achieve it is to obtain the information and banking services by accessing the bank's website and requesting the service it needs. In order to avoid carrying paper documents or carrying a large amount with them, the completion of the Bank's electronic transactions is more effective for all parties in general and for the e-client in particular, The user of the electronic bank, in the words of some, is happier than the user of the traditional bank, as he does not have to move to the electronic bank and complete his transactions thereby saving him time, effort and alimony As well, the Bank's costs are reduced and its profits increased³².

B) Obligations arising from the design contract of the Bank's website

The tasks entrusted to it by the designer of the site are offset by the duties of the bank, which is the second party in the design contract of the bank's website, which is the total of the obligations that arise from this contract and which we deal with as follows.

1. The designer is committed to providing the site

- The designer works to create databases and websites that he prepares and manufactures as agreed with the electronic bank. Otherwise, I consider this a breach of the terms of the contract, and by taking all necessary means to achieve this.

- The designer is committed to the preparation of databases specific to the electronic bank, characterized by the scientific, creative and intellectual nature, and selects information and data and distributes them in a classified form that facilitates the process of accessing them and choosing the areas of banking service he wants, in a sophisticated, modern and periodically renewable manner.

- Preparing websites to the specifications required by electronic banks, there are some specifications that should be available on the site such as ease of use, access and exit; The aesthetic nature of the design while maintaining its technical effectiveness, the speed of loading pages and allowing customers to enter the site and walk around it with complete freedom, So that they can easily find the required banking services, and other specifications are the opening frame and icons³³.

- The Website Designer is committed to respecting the privacy rules enjoyed by the process of preparing a database for the Bank's website regarding the classification and distribution of many information and data in an amazing quantity and from various sources and the same different and frequent changes to this data, especially as the Bank deals with a lot of accurate and confidential data and information.

- The designer solves problems and failures encountered by the website or database, but is not liable for direct or indirect damages caused by the negligence and errors of the electronic bank customers, including loss of customers and others³⁴. In the existing contract between the designer and the electronic bank, each party is bound to honour its commitments agreed upon in the contract and is otherwise responsible. and is obliged to make any adjustments or additions either in the site's work system and functions, or in its form and design.

This is as required by the user. The latter may need some changes in the quality of the services and the pages provided after the site has been created. Or it needs after a while to adopt a new form of the site. As an input method to attract visitors and members of the site. The designer must respond³⁵.

- The website design service provider is committed to providing the electronic bank with the location of the contract and the information and services on this site and to place at its disposal all means that enable it to identify the sources of information, which is the so-called obligation of information and foresight in the field of services, which is a requirement for the safety of contracts³⁶.

- The designer provides sites within special criteria of: * Technical standards Providing a site system for archiving, setting up a separate server for the site, and having a specific security system that prevents hacking in principle, That is, this system does not prevent abuses from hacks and thefts of data and information certainly But it prevents a few of them and predicts the existence of other hacks even if it does not prevent them. * Financial criteria, namely the existence of a clear and specific funding system for the institution or site and can be reviewed by the competent authorities. * Legal standards, relating to the legal status of the enterprise in such a way as to ensure the fulfilment of the financial and legal rights of its employees, are sufficient to be issued from any form provided by law and ensures that the e-bank is held to account legally and financially³⁷.

- The designer supervises the design of the pages offered by this site, and "It is also his task to study and analyse statistical data provided to him by the computer operating systems in which the sites are located from the number of visitors. It is known that the more visitors there are, the more that this indicates the success, attractiveness and vice versa of the site, the fewer visitors there are, the more an indication of an error to be discovered and remedied³⁸."

The designer is committed to creating the website of the bank, and this task may also be entrusted to a specialized electronic company. The overall role of the designer is to collect and process data by classifying, analysing and structuring it into a database benefiting the bank's clients. By virtue of this service, he/she can access the information base and get what suits his/her wishes to choose what information or services he wants.

- Provide all the information tools needed for the website's operation on the Internet And one of the most important of these tools is the taskbar, which helps navigate between pages. and different websites, search engine and it helps search within the website of the Internet Bank This commitment is accompanied by the commitment of the designer to provide all the information the beneficiary deems necessary to manage and operate their website³⁹.

2. The designer is committed to providing the site with its operating laws

- The designer is obliged to follow the rules of public order and do not infringe on the design of the site. This does not contravene the laws and the creation of sites by specifications within the framework permitted by law. It must also not establish sites that may be unlawful, such as assisting in offences of assault on private life or offences of money-laundering and other offences that occur thanks to the websites.

- Setting rules for using sites is clear and accessible to users. And give them the option to approve it if not. Users must be warned not to contravene the law, public order, public morals, respect for the privacy of others, and also alert them of the consequences of violating the instructions and laws.

- Continuous review of all databases and information systems, periodically and work to copy and store the electronic content of them, "and has the right to check and correct the content of documents transmitted on the web, to exclude any user who breaches legal obligations, and to choose the quality of services broadcast on the site"⁴⁰.

- The website designer is committed to identifying special systems for dealing with the customers of the electronic bank and determine the time of entry to get this banking service, and determine the language and the price of its submission and also determines the type of technical assistance it undertakes to provide, and how long it takes to solve the problem facing the client In return, the latter is obliged to pay for the agreed subscription for that service.

In terms of providing technical assistance in solving the problems encountered by the site and the disturbances encountered by e-mail or a call line that is sometimes free of charge, The designer is also committed to providing the electronic bank with the necessary technicians to train its personnel in the operation, repair and maintenance of computers and software and how to manage the project with technical techniques⁴¹.

- The supplier is also committed to providing the customer with up-to-date and comprehensive information to cover the subject area⁴². The confidentiality of the customer's demands regarding the information supplied and informing the Bank's customers of the gravity of being on the websites, setting warnings and instructions to avoid these risks and contacting help when there are problems and reporting the irregularities they monitor.

- The designer who prepares the information banks contained in the bank's websites works from private data and personal issues related to the lives of the customers of the Electronic Bank to their preservation and confidentiality, These sites need special protection by documenting each site in a private location to save the original versions of the site at all stages of its development in order for this preservation to serve as a reference for verifying whether there is a tradition or abuse by others of one of these archived sites⁴³.

- The designer is committed to providing the electronic bank customer with the technical means to obtain the information he needs, such as providing him with the program coupled with the code or secret number that facilitates him to access and search the information base⁴⁴, let alone provide him with the programs that empower him to identify and control the beneficiaries of his site.

Conclusion:

The designer works to prepare the website with the specifications required by the bank, while respecting the legal regulations governing the design process, and so on by following the artwork and using the technical tools necessary to make the process of setting up a website for the bank, and this is to disseminate the work of the banking operations developed in the bank's online business system.

As a result of the design contract of the Bank's website, the Bank is obliged to pay the financial dues for the design service of the site. In return, the designer is bound by other commitments related to the implementation of the design process and taking into account the Bank's

requirements and the nature of its work so that they can obtain the desired results of the Bank's work on the Internet.

- **Results**

- A website design contract is a contract that is available on terms that set the conditions for access to information banks as well as on the obligations of other providers and users' rights. The designer also has an obligation to provide all technical means to ensure the security of the base from any abuse that may occur by employees at the service providers or by users. The designer must ensure that privacy is respected in the preparation of databases through the distribution of data and information about the electronic bank.
- The design and development of the Bank's website allows it to be online and to provide the necessary information on its banking services and to clarify them to customers so that they are aware of what the Bank offers.
- The design process of the website consists of digital works of art, and other legal procedures so that the site's container is a legitimate legal work in the face of customers dealing with the electronic bank, and after the completion of the design of the site the parties agree on the procedures for modifications or updates that the site may require in the future.
- The existence of a website governed by a legal mechanism for dealing via the Internet will undoubtedly gain the trust of the Bank's customers, as well as its own characteristics and advantages, such as security and speed of completion, especially as the Bank maintains the confidentiality of data and banking transactions that link it to customers.

- **Recommendations**

- Algerian legislators must establish legal rules that determine how and to establish strict procedures for how electronic bank customers operate within the information system and define insurance policies to protect it, such as the obligation of the designer to develop encryption and censorship programs to detect any kind of attacks that may be subjected to electronic bank customers or subversion of the site.
- Laws must interfere in determining the legal nature of the website design contract, by clarifying whether the contract gives the bank the right to exploit the site through its copy of the customers, and in return the designer has intellectual property rights over it, or that this contract gives the bank the right to acquire the site.
- The Algerian legislator should intervene to set the parameters of the online bank by organizing the legal organization of your electronic bank and how to make banking transactions, transfer funds and relationships with customers and other links between the electronic bank and other parties and the legal form of the bank. and procedures to be followed in creating them on the Internet.
- Project financing and research that develops website creation systems and programs, especially electronic banking sites, in the way they believe, assuring customers entering these sites to take advantage of the services provided by these banks, and expanding the field of dealing with digital banking transactions.

¹ Mohamed Hussein Mansour, *Electronic Responsibility*, First Edition, New University Publishing House, Alexandria, 2003,p29.

² Mohamed Hussein Mansour, *op. cit.*, p.29.

- ³ article 3 of Executive Decree No. 98-257 of 25 August 1998, regulating the conditions and conditions for the establishment and utilization of Internet services, Official Gazette No. 63 of 26 August 1998.
- ⁴ Mohamed Hussein Mansour, op. cit., p.14.
- ⁵ Khaled Mamdouh Ibrahim, Conclusion of Electronic Contract - Comparative Study, Second Edition, Dar al-Thawr University, Alexandria, 2011,p103.
- ⁶ Ala 'a al-Tamimi, Legal Organization of the Online Bank, Without Edition, New University House, Egypt, 2012,p163.
- ⁷ André Bertrand, Copyright and Neighbouring Rights, 2nd Edition, Dalloz, 1999,p529.
- ⁸ Andles Hamid Abd, Legal System of Electronic Publishing Contract, Journal of Legal Sciences, vol. 28, No. 1, Baghdad University, Iraq, 2013,p353.
- ⁹ Khaled Mamdouh Ibrahim, op. cit., p.180.
- ¹⁰ Andles Hamid Abd, op. cit., p.366.
- ¹¹ Mohammed Amin Al-Rumi, Online Contracting, First Edition, University Publications House, Alexandria, 2004,p-p 127-128.
- ¹² Abdel Fattah Bayoumi Hijazi, Electronic Government and Legal System - Book I -, Without a Print, Dar al-Thakr University, Alexandria, 2009,p506.
- ¹³ Abdel Fattah Bayoumi Hijazi, op. cit., p.506.
- ¹⁴ Mohammed Amin Al-Rumi, op. cit., p.128.
- ¹⁵ Abdel Monim Radi, Faraj Izzat, Money and Bank Economics, Al Bayan Printing and Publishing, Egypt, 2001,p29.
- ¹⁶ Mahmoud Mohamed Abu Farwa, Online Banking, Culture Publishing and Distribution House, Egypt, 2012,p20.
- ¹⁷ Ala 'a al-Tamimi, op. cit., p-p 45-46.
- ¹⁸ Mahmoud Mohamed Abu Farwa, op. cit., p.30.
- ¹⁹ Abdel Monim Radi, Faraj Izzat, op. cit., p.32.
- ²⁰ Mahmoud Mohamed Abu Farwa, op. cit., p.33.
- ²¹ Ala 'a al-Tamimi, op. cit.p80.
- ²² Mohamed Hussein Mansour, op. cit., p.37.
- ²³ Ala 'a al-Tamimi, op. cit.p80.
- ²⁴ Mohamed Hussein Mansour, op. cit., p.101.
- ²⁵ Mohamed Hussein Mansour, op. cit., p.29.
- ²⁶ Moukabala Nabil Zeid, Legal System of Electronic Information Services Contracts in Private International Law, First Edition, Culture Publishing and Distribution House, Amman, Jordan, 2009,p47.
- ²⁷ Mahmoud Abd al-Rahim al-Sharifat, Mutual Consent in the Formation of the Contract via the Internet, Comparative Study, Dar al-Cultureh, Jordan, 2009,p130.
- ²⁸ Aiser Sabri Ibrahim, Conclusion of the Contract by Electronic and Proof, Dar al-Thakr University, Alexandria, 2015, Dar al-Thakr University. Alexandria, 2015,p69.
- ²⁹ Mahmoud Abd al-Rahim al-Sharifat, op. cit., p.131.
- ³⁰ Aiser Sabri Ibrahim, op. cit., p.70.
- ³¹ Sherif Mohamed Ghanam, Legal Organization of Online Commercials, New University House, Alexandria, 2011,p34.
- ³² Ala 'a al-Tamimi, op. cit.p96.
- ³³ Khaled Mamdouh Ibrahim, op. cit.p103.
- ³⁴ André Bertrand, op. cit.p531.
- ³⁵ Ala 'a al-Tamimi, op. cit.p-p 166-167.
- ³⁶ Iman Mohammed Al Taher, Civil Protection of E-mail Users, Rafidain Law Magazine, vol. 12, No. 54, Mosul University, Iraq, 2012,p155.
- ³⁷ Nufel Hazem Khalid. Khalil Ibrahim Mohamed. The electronic press is what it is and the default responsibility arising from its activity. Sharia and Law Magazine. No. 46. University of the United Arab Emirates. United Arab Emirates. Avril 2011,p-p 250-251.
- ³⁸ Mohammed Amin Al-Rumi, op. cit., p.128.
- ³⁹ Ala 'a al-Tamimi, op. cit.p.165.
- ⁴⁰ Mohamed Hussein Mansour, op. cit., p.19.

⁴¹ Ala 'a al-Tamimi, op. cit.p.112.

⁴² Mohamed Hussein Mansour, op. cit., p.17.

⁴³ Khaled Mamdouh Ibrahim, op. cit.p103.

⁴⁴ Mohamed Hussein Mansour, op. cit., p.16.

Bibliography:

A- Books:

1. Abdel Fattah Bayoumi Hijazi, Electronic Government and Legal System - Book I -, Without a Print, Dar al-Thakr University, Alexandria, 2009.
2. Abdel Monim Radi, Faraj Izzat, Money and Bank Economics, Al Bayan Printing and Publishing, Egypt, 2001.
3. Ala 'a al-Tamimi, Legal Organization of the Online Bank, Without Edition, New University House, Egypt, 2012.
4. Aiser Sabri Ibrahim, Conclusion of the Contract by Electronic and Proof, Dar al-Thakr University, Alexandria, 2015, Dar al-Thakr University. Alexandria, 2015.
5. André Bertrand, Copyright and Neighbouring Rights, 2nd Edition, Dalloz, 1999.
6. Khaled Mamdouh Ibrahim, Conclusion of Electronic Contract - Comparative Study, Second Edition, Dar al-Thawr University, Alexandria, 2011.
7. Mahmoud Abd al-Rahim al-Sharifat, Mutual Consent in the Formation of the Contract via the Internet, Comparative Study, Dar al-Cultureh, Jordan, 2009.
8. Mohammed Amin Al-Rumi, Online Contracting, First Edition, University Publications House, Alexandria, 2004.
9. Mohamed Hussein Mansour, Electronic Responsibility, First Edition, New University Publishing House, Alexandria, 2003.
10. Mahmoud Mohamed Abu Farwa, Online Banking, Culture Publishing and Distribution House, Egypt, 2012.
11. Moukabala Nabil Zeid, Legal System of Electronic Information Services Contracts in Private International Law, First Edition, Culture Publishing and Distribution House, Amman, Jordan, 2009.
12. Sherif Mohamed Ghanam, Legal Organization of Online Commercials, New University House, Alexandria, 2011.

B – Law:

- Executive Decree No. 98-257 of 25 August 1998, regulating the conditions and conditions for the establishment and utilization of Internet services, Official Gazette No. 63 of 26 August 1998.

C - Newspaper articles:

1. Andles Hamid Abd, Legal System of Electronic Publishing Contract, Journal of Legal Sciences, vol. 28, No. 1, Baghdad University, Iraq, 2013.
2. Iman Mohammed Al Taher, Civil Protection of E-mail Users, Rafidain Law Magazine, vol. 12, No. 54, Mosul University, Iraq, 2012.
3. Nufel Hazem Khalid. Khalil Ibrahim Mohamed. The electronic press is what it is and the default responsibility arising from its activity. Sharia and Law Magazine. No. 46. University of the United Arab Emirates. United Arab Emirates. Avril 2011.