



## *Legal Protection of the Electronic Consumer in Algeria*

### *-Prior to Contract Conclusion as an Model -*

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### *Abstract*

Among the contemporary challenges facing consumers today are those related to electronic transactions, specifically for the segment of consumers over the internet within what is known as the electronic contract. This contract is considered one of the main tools of e-commerce, which primarily relies on the internet network. Typically, the online display of goods or services comes with multiple challenges, including misinformation and deception. This largely affects the consumer, leading them into pitfalls that could harm them. Therefore, protecting the consumer in this domain has become imperative and urgent, especially in the phase before the conclusion of the contract. The consumer needs to access sufficient information and data related to the product or service they wish to acquire. By providing this information, positive impacts can be achieved, restoring a relative balance in the contractual relationship between the electronic consumer and the electronic seller or supplier.

✓ Keyword .Electronic consumer, E-commerce, Electronic contract, Information.

## INTRODUCTION

The world has witnessed significant developments in the field of digitization and technology, especially regarding the manufacturing and production of goods, in addition to the provision of services. As a result of this advancement, what is known as electronic contracting has emerged, increasing the risks of consumers being exposed to fraud, deception, piracy, misleading, and manipulation. The challenges have also escalated due to the consumer's inability to directly inspect the goods or services, which has expanded the knowledge gap between the consumer and the professional, expert seller.

Given the above, protecting the consumer in this field has become imperative and urgent, especially in the phase preceding the contract conclusion. The consumer needs to acquire sufficient amounts of information and data related to the goods or services they wish to procure. Through providing such information, positive impacts can be achieved, restoring a relative balance to the contractual relationship between the electronic consumer and the seller.

For this reason, the professional obligation to inform the consumer is considered one of the most important and most urgent legal means for his protection, especially in the field of electronic commerce contracts, which are often contracted remotely.

Based on the preceding, we are posed with the following problem: "What are the legal mechanisms for protecting the electronic consumer before concluding a contract? And to what extent has the legislator succeeded in protecting the electronic consumer before concluding a contract in Algeria?"

In this research paper, we will address, through the study of two mechanisms for consumer protection, the first being the protection of the consumer against deceptive electronic commercial advertisements "First Section", then we move to study the second mechanism represented in the commitment to inform the electronic consumer before contracting "Second Section", relying on the descriptive and analytical approach, which are suitable for the subject of the study.

### Section 1 :**Protecting the Electronic Consumer from Deceptive and Misleading Electronic Commercial Advertisements**

Commercial advertisements, in general, and electronic advertisements, in particular, are considered one of the most important means of commercial activity and enhancing competition among producers and traders. They aim to promote various goods and showcase services, serving as a crucial source for informing consumers about what is offered and available in the market.

However, it is worth noting that some economic agents "advertisers" may resort to bypassing the principle of integrity in commercial practices, employing promotional means that involve intentions of misleading and deceiving with the aim of influencing consumer behavior and encouraging them to engage in contracts for goods and services that do not meet their aspirations or differ from what was promoted in the advertisements.

## **1. Concept of Deceptive or Misleading Electronic Commercial Advertisements (Misleading Electronic Advertising)**

Deceptive and misleading commercial advertisements are among the serious issues that impede the integrity of consent in electronic contracts. Given that electronic contracts are concluded remotely and in the absence of the physical presence of the parties, advertising thus plays a fundamental role in consumer satisfaction.

### **1.1 Definition of Deceptive or Misleading Commercial Advertisements :**

Deceptive and misleading advertisements are defined as "all promotional actions that rely on lying, deception, and misleading, whether wholly or partially, aiming to create a false impression to the consumer about one or more elements of the product being advertised, whether this element is essential or non-essential."(Hadid & Abdel Raouf , 2019)

Also, deceptive advertising is defined as: "that advertisement which includes non-factual data in a manner that subjects the addressed individuals to deception."(El-Baqi & Omar, 2004)

Some see that misleading commercial advertisement is "that advertisement that seeks to deceive the consumer or may lead to doing so, even if it lacks false data, but it is phrased with expressions or scenes that lead to deceiving the receiver."(Al-Jaff, 2017)

Misleading advertising is also defined as: "any advertising that includes statements or data or presentations that can lead to misleading in defining a product or service or its quantity or availability or its features, and without these statements being incorrect, the misleading element lies in the fact that the presented information creates ambiguity in the consumer's mind, leading him to make mistakes about the product or service's nature or its features or the benefits that he might get from acquiring them, which compels him to proceed with the purchase."(Salaf, 2017)

So, deceptive and misleading advertising can be considered as that deceptive ad that includes information and data that lead the consumer to fall into confusion and deception concerning the characteristics or the essential elements of the goods or services.(Al-Jaff, 2017)

Through the previous definitions, it becomes clear that deceptive advertising means that the content of the advertising message is inconsistent with the truth and is false and incorrect, whereas the content of the misleading advertising message includes phrases or statements that mislead the consumer and affect his will.(Taleh & Salam,, 2021)

### **1.2 Elements of False and Misleading Advertisement :**

For deception and misleading to occur in an advertisement, there must be elements in the advertisement that are fallacious and untrue or misleading, associated with an aspect of the product or service being advertised. This real element is what forms the material component of the

misleading advertisement, while the existence of malicious intent on the part of the advertiser constitutes the moral element.

### 1.2.1 The Material Element of False and Misleading Advertisement :

The material element of false and misleading advertising is intended to mean that there arises from the advertiser a conduct that could potentially mislead or deceive the consumer. This could be through a positive conduct that includes providing ambiguous information about the products or services, deceiving the consumer, or through a negative conduct showing the advertiser's objectionable stance by refraining from mentioning the basic information related to the goods or service being advertised, known as misleading advertisement by omission (Al-Mansoori, 2015)

To accurately establish the material element in deceptive and misleading advertising, several essential conditions must be fulfilled:

- There must be a preliminary message directed to the consumer aiming to encourage them to acquire the products or services being promoted.
- The misleading advertisement must relate to one or more elements of the product or service referred to in the ad. The deception in the advertisement aims to attract the audience to these elements.
- The information, data, or claims included in the advertisement must be capable of deceiving the consumer or likely lead to deception. The ad does not necessarily include false data; it might be formulated in a way that leads to deceiving the consumer. For instance, an advertisement that contains true data in itself but gives a generally false or deceptive impression is considered misleading advertising (Taleh & Salam., 2021)

### 1.2.2 The Moral Element of False and Misleading Advertisement :

The moral aspect in misleading advertisement refers to the criminal intent, the foundation of criminal responsibility, i.e., the existence of bad faith on the part of the advertiser in his advertising action, with the aim of deceiving or misleading the public. This aspect has led to numerous debates and differing opinions, where some excluded bad faith on the part of the advertiser as a fundamental condition for constituting the crime of false and misleading advertisement, and others saw the necessity of the existence of bad faith on the part of the advertiser as a basic condition for its occurrence (Al-Mansoori, 2015)

In this context, some jurists believe it's sufficient for a misleading advertising crime to exist if there is an advertisement for a specific product laden with data and information that do not align with reality, without the need to provide evidence of bad faith on the part of the advertiser. Others opine that the legislator's silence about requiring the moral element does not necessarily mean excluding bad faith on the part of the advertiser (Al-Mansoori, 2015)

In conclusion, to achieve deception and misleading in advertising, the material element must exist, meaning the advertisement has been published on the internet, and this deception should be related to elements pertaining to goods and services. However, it doesn't necessarily require the presence of bad faith on the part of the advertiser. This is primarily because the advertisement, due to its spread, impact, and the role it plays in marketing goods and services, is presumed to be honest and should protect the consumer from any possible deception within it.

## 2. Legal Consequences of Electronic Advertising :

Deception, misleading, and fraud in electronic advertising are considered some of the most crucial sources of harm to the electronic consumer in the pre-contractual stage. To protect the electronic consumer, legislators have arranged for civil liability and have also established criminal liability.

### 2.1 Civil Liability for Deception, Misleading, and Fraud in Electronic Advertising :

The legislator has granted the electronic consumer, who falls victim to misleading and deceptive advertising, the right to file a fraud lawsuit, provided that the legal conditions for it exist in the incident. Considering that electronic advertising occurs in the negotiation phase, the arising liability in this stage is based on wrongful conduct. This means that the law establishes liability for the fault in this stage, based on bearing the consequences in the contract clauses after agreeing to them(Hussein, 2002)

The electronic consumer is allowed to file a lawsuit to claim compensation for damages resulting from the advertiser's use of deceptive fraudulent means if they are not substantial, based on the rules of negligent liability. In contrast, the advertiser can defend themselves by denying the occurrence of fraud in electronic advertising on their part if they prove that the information included in the advertisement is technical and impossible for them to verify its accuracy (Wa'amar, 2021).

Also, the consumer can file a legal lawsuit for specific performance if the electronic supplier or seller advertised a specific good or service on the internet with the purpose of contracting, and the electronic consumer accepted this offer. Then, this electronic supplier refrained from fulfilling his obligation to deliver something of the same kind included in the commercial advertisement. In this case, the electronic consumer can file a lawsuit demanding the delivery of the contracted good or service according to Article 164 of the amended and supplemented Civil Law. If the electronic supplier does not fulfill his obligation, the consumer has the right to demand the delivery of a product of the same kind included in the commercial advertisement or to demand the value of the thing as compensation, i.e., performance by equivalent. The basis of the intervener's obligation to fulfill his commitment is considering the electronic advertising as an acceptance, provided that the advertisement includes the essential elements of the contract and the contract is concluded if this acceptance meets the corresponding acceptance from the consumer. According to the provisions of Articles 164 and 166 of the amended and supplemented Civil Law, the legislator has initiated the protection of the consumer from the period beginning with the conclusion of the contract to the period of the intervener or the electronic supplier, the owner of the advertisement, fulfilling his commitment as prescribed for the truthful advertisement(Laajal, 2018).

### 2.2Criminal Liability for Deception, Misleading, and Fraud in Electronic Advertising :

False and misleading advertising is a manifestation of unfair competition and constitutes a crime. This crime only occurs when two main elements are present:

**Material Element:** The material element is established merely when the advertisement includes statements or data designed to mislead the consumer. This deception can occur in the description of the product or the service, its quantity, its availability, or its features(Khaled & Sameeha, 2016). The material element of the crime of false and misleading advertising is also realized when such advertising contains elements and information that could lead to confusion with another seller or

with his products, services, or activity. The confusion that arises in the consumer's mind due to this misleading advertising, which is considered an unfair commercial practice, is punishable by law (Wa'amar, 2021).

**Moral Element:** The penalties for the crime of misleading advertising are provided for in Article 68 of Law 09/03 relating to consumer protection and the suppression of fraud, as amended and supplemented, where it is punishable as provided for in Article 429 of the amended and supplemented Penal Code. Anyone who deceives or attempts to deceive the consumer by any means or method about the quantity of the product delivered, delivering products other than those previously specified, or deceiving about the product's usability, expiry date, the expected results from its use, or deceiving in the methods of use or the necessary precautions for using the product, is subject to these penalties.

Referring to Article 429 of the amended and supplemented Penal Code, it is found that the legislator punished by imprisonment from two months to three years and a fine from DZD 2,000 to 20,000, or one of these two penalties, anyone who deceives or attempts to deceive the contractor either in the essential qualities or in the arrangement or in the proportion of the components necessary for these products, or in their type or in their source, or in their quantity or in their identity. In all cases, the perpetrator of the crime of misleading and deceptive advertising must return the profits obtained unjustly.

The Algerian legislator emphasized in the e-commerce law that electronic advertising is the promotion or a message of a commercial nature or purpose conveyed through electronic media, and it must not be misleading or ambiguous. The Algerian legislator also included in the aforementioned law (Law No. 18/05 related to e-commerce) provisions containing the basic conditions that electronic advertising must meet, as well as the punishment for violating these conditions. This is considered a positive step to promote e-commerce in Algeria, despite the significant delay in the age of this law (Reema & Shehani, 2023).

Among the penalties that the Algerian legislator defined for the electronic supplier who uses deception in displaying his goods or services is to pay a financial fine from DZD 50,000 to 500,000 if he violates the provisions of Articles 11 and 12 of the aforementioned law, which are the articles specifying the basic data that must be mentioned in the commercial offer. In addition to the original penalties represented in the fine, the legislator included in the aforementioned law the possibility of judicial suspension of the electronic supplier's access to all electronic payment platforms for a specific period not exceeding six months.

## **Section 2: Commitment to Informing the Electronic Consumer Prior to Contracting**

The commitment to inform between the contracting parties is considered one of the most important legal guarantees that achieve a balance in knowledge and the integrity of will between the contracting parties. This commitment obliges the seller or service provider to provide comprehensive information to the consumer regarding the potential risks associated with the goods or services offered. This commitment contributes to protecting the consumer from any potential threats that may arise from using those goods or services.

## 1. The Meaning of the Commitment to Prior Electronic Information before Contracting :

The commitment to electronic information holds great importance in stabilizing electronic transactions. This is due to its connection with electronic contracts that are concluded remotely, where it is difficult for the electronic consumer to examine the good or service subject to the contract directly, which raises the difficulty of identifying its reality. Hence, a challenge arises in accurately identifying the quality of the product or service. Therefore, the commitment to electronic information demonstrates its importance as it helps to fill this gap by providing complete and clear information to the consumer about the good or service provided, which contributes to enhancing trust and transparency in the electronic transaction process.

### 1.1 Definition of Electronic Notification :

Some jurists have defined the electronic notification that precedes the contract as: "A commitment that falls on the shoulders of the electronic merchant, or the service provider who contracts with the consumer through modern electronic means. This entails informing the consumer of his identity and his commercial data, and all the essential data related to the contract, on which the consumer bases his decision to proceed with the contract, or not to contract, based on a free and enlightened will" (Yassad & Kheira, 2022).

Another definition describes it as: "An obligation on the counterparty to the consumer in electronic commerce contracts, in the phase before the conclusion of the contract, and during its formation or conclusion and continues until the conclusion of the contract"(Hadid & Abdel Raouf , 2019).

Some others define it as: "An obligation imposed on one party of consumption contracts to inform the other party about essential data related to the contract, using appropriate language and means suitable to the nature and location of the contract"(Amro & Mustafa, 2010)

Through the series of definitions provided earlier, we can conclude that electronic information can be defined as: A commitment that falls on the other party who contracts through modern means, to inform the consumer about all the essential data related to the contract before contracting, based on free will. This is because the main characteristics of the goods or service may be the main motivator for the consumer to contract, and within this framework, the consumer may fall victim to deception and fraud.

It's worth mentioning that the Algerian legislator did not address the definition of electronic notification per electronic commerce law No. 18/05, nor did it define it per consumer protection and fraud repression law No. 09/03. However, it obliged informing the consumer within Article 17 of the aforementioned law, stating: "Every participant must inform the consumer of all the information related to the product he offers for consumption through labeling or any other means..."

Furthermore, the Algerian legislator referred to electronic notification that is done through modern technological means through executive decree No. 13/378, specifying the conditions and modalities related to consumer notification. Article 03 of it, in its paragraph 15, states: "Every piece of information related to the product, directed to the consumer on a tag, or any document, including modern technological methods or through oral communication."

Thus, the Algerian legislator has mandated the participant to provide necessary information and data which may prompt the consumer to contract. This obligation is a fundamental means to achieve a certain goal, which is to bolster the knowledge balance between the two parties in the pre-contractual phase, by providing the sufficient and necessary information enabling the consumer to make an enlightened decision regarding contracting.

## **1.2 Rationales for Establishing the Obligation to Inform the Electronic Consumer**

The commitment to electronic information, specifically, is the main way to inform the consumer in contracting through e-commerce, perhaps the best means to achieve equality between the contracting parties, in addition to achieving contractual balance, which are the main two objectives for having an obligation to inform before contracting.

### **1.2.1 Achieving Equality between Contracting Parties :**

It is evident that the disparity in knowledge levels between the seller or intervenor and the consumer leads to a lack of informational balance in the commercial relationship. This disparity results in the consumer entering into the contract, lacking essential information defining the characteristics and details of the products or services contracted. Consequently, the consumer finds it challenging to assess how well those products or services meet their needs and interests, and to what extent they will be able to fulfill those needs. The difference in knowledge levels justifies the obligation to inform on the part of the party with the knowledge. In this context, the professional seller is obliged to provide information and data about the sale. This data and information play a crucial role in correctly assisting when contracting with enlightened will free of any flaw(Al-Jaff, 2017).

It is worth mentioning that this obligation is related to the consumer's ignorance and lack of experience, and it is this ignorance that justifies establishing the obligation to inform. This ignorance is legitimate and not unacceptable, and based on that, the supposed ignorance and lack of experience are "legally justified and rational"(Jamei & Abdul, 1996).

### **1.2.2 Achieving Contractual Balance :**

It is universally acknowledged that the seller or service provider or professional occupies a privileged position against the electronic consumer, who often is an ordinary person, usually unable to gather all the necessary information about the other party in the contract or acquire sufficient knowledge about the products or services requested from the digital space. These difficulties increase due to the technical and technological distance of electronic contracts, leading to an imbalance between the parties in this type of contracts. Thus, the obligation to inform falls on the electronic supplier of goods or services to confront the imbalance between the two parties(Fateh, 2021).

It is worth noting that some jurists believe that the legal basis for the right to information finds its source in the traditional protection of the weaker party in civil law. However, the opinion adopted by the majority of jurists, which sees that the legal basis for this right is found in consumer protection law, has become an independent theory making the consumer always the weaker link who lacks the experience against the professional seller. This necessitates the latter to pre-inform him with all the necessary information to balance both wills(Jaqrif & Wasila, 2002).



## **2. Content of the Obligation to Inform in Electronic Commerce before Contracting :**

The Algerian legislator has been keen, through Law 18/05 relating to electronic commerce, to emphasize the necessity of informing the electronic consumer of a set of information and data before concluding and executing the electronic contract. This information aims to protect the consumer from falling into any violation or ambiguity that could affect his will and drives him to contract with full consent and complete knowledge about the reality of the subject of the contract and its terms and conditions, known as the content of the pre-contractual information obligation. The content of the obligation to inform the consumer before contracting involves knowing the identity of the electronic supplier primarily, mentioning some basic data and information related to the goods or service offered, in addition to specifying all information related to the general conditions of contracting.

### **2.1 Identifying the Seller or Electronic Supplier :**

What most concerns the consumer when concluding electronic commerce contracts, in general, is knowing the identity and personality of the seller or professional he is dealing with. The unique nature of electronic transactions requires complete clarity in all steps, and given the importance of building trust and enhancing transparency that contribute to boosting electronic commercial transactions with consumers, the seller must commit, within the scope of legitimate trust and the principle of good faith, to fully disclose his identity. This is done by displaying all elements that definitively identify him (Al-Jaff, 2017), allowing the consumer to raise his complaint, if any, before the associations related to consumer protection when the seller breaches one of his obligations (Al-Jaff, 2017).

The Algerian legislator has resolved the issue of not knowing the identity of the electronic supplier under Law 18/05 related to electronic commerce, stressing the necessity to register electronic commerce activity in the commercial register or in the register of traditional industries or crafts. In addition to this, this law obligated electronic suppliers to have a website containing all means allowing to verify its accuracy.

This law also approved the obligation to create a national card for electronic suppliers at the National Center for the Commercial Register, including electronic suppliers registered in the commercial register, or in the register of traditional industries and crafts. Electronic commerce can only be practiced after depositing the domain name at the services of the National Center for the Commercial Register, and this electronic card is published electronically and is available to the electronic consumer.

Also, under the aforementioned law, the Algerian legislator obliged the electronic supplier to present the electronic commercial offer in a visible, readable, and understandable manner, and it must include at least the following information: the tax identification, the physical and electronic addresses, the phone number of the electronic supplier, as well as the commercial register number or the professional card number for the craftsman.

### **2.2 Declaration of Information or Data Related to the Subject of the Contract :**

The electronic consumer, in e-commerce contracts, experiences purchasing a good or acquiring a service without seeing it, without having the real opportunity to closely examine these goods or services except through electronic means. This doesn't afford the consumer a complete

chance to inspect them or ensure their quality or whether they match their desires. Consequently, the consumer remains in a state of ignorance, which may expose them to the risk of receiving goods or services that do not meet their desires and do not live up to their expectations. Therefore, legislators have sought to protect consumers from the harms that may befall them by imposing on the professional or the seller the obligation to provide the consumer with all sufficient, accurate, and detailed information about the good or the service, including the fundamental characteristics of the product or the service(Al-Jaff, 2017).

The Algerian legislator has mandated, pursuant to Law No. 18/05 relating to electronic commerce, that the electronic supplier must declare all the basic and detailed attributes of the product before concluding the electronic contract, in a visible, readable, and understandable manner. The information must exclusively include the nature, characteristics, and prices of the goods or the proposed services, including the fees. The aforementioned law also affirmed that the electronic contract, in particular, should contain the detailed characteristics of goods and services.

From the above, we find that the Algerian legislator has imposed on the electronic supplier the obligation to inform the consumer about all the characteristics related to the displayed good or service. Therefore, if the good is tangible, its description on the internet should include a full display of its attributes in terms of size, weight, and the degree of quality, alongside displaying its images. However, if the subject of the contract is intangible, such as computer software, its description should include the size of the program, its operating system, and the equipment required to operate it correctly(Jaqrif & Wasila, 2002).

### **2.3Obligation to Declare All Information Related to the General Terms of the Contract :**

This obligation entails informing the electronic consumer about all the information and data related to the contract terms. Such information associated with the contract clarifies the contractual relationship between the contracting parties and clearly defines the obligations of each, preventing potential disputes in the future. To ensure the clarity of the electronic consumer's will, he must be informed of all the details and all the terms of the contract to be concluded, whether it's the method of delivery, place of delivery, stages of implementation, duration of the contract, and any guarantees attached to the contract. Also, if there is any after-sale service and other important data specifically related to the contract terms (Al-Jaff, 2017).

It may also specify the method of pricing when it cannot be predetermined, as well as the method for returning, replacing, or compensating the product. It is also possible to define the conditions for terminating the contract and the conditions and deadlines for withdrawal when necessary.

### **3. Penalties for Breaching the Obligation to Provide Electronic Information Prior to Contracting**

The ultimate goal of informing the consumer is to prevent them from falling into any defects of consent, making the contract voidable if formed. Therefore, breaching this obligation exposes the electronic supplier or seller to civil and sometimes even criminal liability.

### **3.1 Civil Penalties Resulting from the Breach of the Obligation to Provide Electronic Information Before Contracting**

If the electronic supplier violates his obligation to inform prior to contracting and fails to provide the necessary data and important information to the electronic consumer, the latter has the right to demand the annulment of the contract and to seek compensation for any damages incurred.

#### **3.1.1 Voiding the Contract :**

Algerian legislation, under Law No. 18/05 related to electronic commerce, grants the electronic consumer—who has fallen into defects of consent—the right to demand the annulment of the electronic contract.

If the electronic consumer falls into a mistake that defects the will, the contract is voidable, provided it is fundamental. For a mistake to be fundamental, it must reach a degree of seriousness, the estimation of which refers to the personal factors of the electronic contractor. The juridical doctrine specifies that the object of this obligation is the information and data related to the characteristics, descriptions, and terms of the contract intended to be formed, which the creditor must disclose to the debtor. The lack of knowledge thereof could either completely prevent the formation of the contract or lead to the formation of the contract under a different condition. Hence, the contractor has the right to request annulment due to the mistake reaching the level of a motivating mistake (Bint al-Khokh, 2022). The right to void the electronic contract by the consumer lapses within five years if not invoked by the latter, and this period runs from the day on which they discover that they have fallen victim to a mistake, based on Article 101 of the amended and supplemented Civil Law. It's worth noting that the consumer should invoke the annulment of the electronic contract in a manner consistent with good faith, based on Article 85 of Civil Law (Abdelli, 2018).

Regarding voiding the contract due to fraud, it emerges through the electronic supplier's silence about a fact or disguise that needed declaration. If the contractor knew about this disguise which was concealed from him, he wouldn't have entered into the contract. Consequently, this silence leads to a defect in the consumer's consent, and here they can demand the annulment of the formed electronic contract (Bint al-Khokh, 2022).

In the realm of electronic contracts, we find that consumers are often victims of fraud, especially as they contract in a non-material digital environment full of false and misleading electronic advertisements, which in itself is considered fraud, affecting and defecting their will. Therefore, the electronic consumer has the right to request annulment of the contract if deceived.

The electronic consumer's right to annulment lapses within five years if not invoked within this period, which runs from the day they discover that they have fallen victim to fraud.

#### **3.1.2 Rescission with Compensation :**

The electronic supplier's breach of his prior obligation to inform can mislead the electronic consumer and induce him to contract without real intention, which can harm the electronic consumer. To remedy the damage suffered by the electronic consumer, the legislator has approved compensation to establish a form of justice and restore the lost balance in electronic contracts.

However, the value of the compensation, how it is estimated, or the elements subjected to it, were not specified (Bint al-Khokh, 2022).

The legislator has addressed the right of the electronic consumer to rescind what has been agreed upon electronically if it becomes apparent to him that the goods or service subject to the contract do not conform to what was agreed upon. In this case, the electronic supplier is obliged to refund the price of the goods and pay the expenses related to the return, according to Articles 21 and 22 of the Electronic Commerce Law.

The legislator also affirmed in Law No. 18/05 relating to electronic commerce that the consumer can obtain a new item that meets the consumer's requirements, or repair the defect. In both cases, the consumer can be compensated in every situation where he suffers damage.

### **3.2 Criminal Penalty Resulting from Non-compliance with the Obligation to Provide Electronic Information Before Contracting :**

To maintain contractual balance, the Algerian legislator obligated electronic suppliers to comply with the prevailing laws governing commercial activities, especially concerning the principles of integrity, unfair competition, consumer protection, and combating fraud. Therefore, control agents belonging to the administrations in charge of commerce at the central or local level, in addition to judicial police officers, are assigned the task of monitoring in this field.

Referring to the general rules included in Consumer Protection Law 09/03, in which the legislator organized the right to information and made a criminal penalty for its violation through articles 17 and 18. Also, as mentioned through the amended text of article 78, modified by law 18/09, the merchant is punished with a fine ranging from 100,000 DZD to 1,000,000 DZD if he violates his obligation to provide the stipulated information. Additionally, the aforementioned law included some supplementary penalties such as confiscation of products, tools, and every means used in committing the violation.

It is noteworthy that the most frequently imposed penalties are of a financial nature. In addition to this, there are supplementary penalties which include the issuance of an administrative decision for closure or a ban on practicing the profession (Rochou, 2022).

### **Conclusion :**

The pre-contractual stage in electronic contracting is of utmost importance, serving as a vital foundation for correctly formulating a contract. During this stage, consumers necessitate enhanced legal protection. The aim of this protection is to prevent consumers from falling victim to deception and illicit practices, as well as to achieve contractual balance with the electronic supplier, especially in the light of modern digital technologies of electronic contracting.

### **Results:**

- Misleading advertisement is any advertisement containing statements, data, or representations that can lead to misidentification of a product or service, its quantity, availability, or its features. Even if those statements are not incorrect, the element of deception lies in the presented information

creating confusion in the consumer's mind, leading them to misunderstand the nature of the product or service or its features or the benefits of acquiring it, prompting them to make a purchase.

- The obligation to inform is a commitment that falls on the party opposite to the consumer in electronic commerce contracts, in the stage before the conclusion of the contract, and continues until the contract is concluded.
- Algerian legislation, through Law No. 18/05 relating to electronic commerce, asserts that the consumer can obtain a new commodity conforming to the consumer's requirements.

### Recommendations:

- It is imperative for Algerian legislation to continually keep pace with developments in the digital environment.
- Efforts should be made to raise awareness among Algerian electronic consumers about the rights and obligations entailed by electronic contracts.
- Judges should undergo training courses in the electronic aspect to prepare a judicial arsenal proficient in this field and to keep pace with global developments.

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