

The implications of the electronic money issuance contract

الأثار المترتبة عن عقد إصدار النقود الإلكترونية

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Abstract

In view of the adoption of electronic money in banking services, it was necessary to develop a legal framework for its regulation and to determine the relationship arising from its management, and this study aims to address the effects associated with the use of electronic money issuing contract.

As a result of the study, it can be said that the contract for the issuance of electronic money is one of the legal issues that express the nature of the legal relationship between the consumer and the exporter. It is difficult to describe it in the traditional legal form.

Keywords : issuing money, consumer, issuer, merchant.

ملخص

نظراً لاعتماد النقود الإلكترونية في الخدمات المصرفية، اقتضى وضع إطار قانوني لتنظيمها و تحديد العلاقة الناشئة عن التعامل بها، و تهدف هذه الدراسة للتطرق للأثار المصاحبة لاستخدام عقد إصدار النقود الإلكترونية.

و كنتيجة للدراسة يمكن القول أن عقد إصدار النقود الإلكترونية من المسائل القانونية المعبرة عن طبيعة العلاقة القانونية بين المستهلك والمصدر، فمن الصعب توصيفها بالشكل القانوني التقليدي.

الكلمات المفتاحية: إصدار النقود،

المستهلك، المصدر، التاجر.

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1. INTRODUCTION

The methods of dealing between members of society in many ways have turned to electronic methods, with their speed, accuracy and clarity, and giving them the necessary confidence that the dealers demand among themselves. One of the areas most affected by the technological development in the field of interaction between individuals is the field of commerce. Technology has played a vital role in the development of trade and its transformation from ordinary commerce to e-commerce, especially after the emergence of the information revolution, and what it showed of modern means of payment, which spread among the segments of dealers on Its forms differ, and the progress of countries and the development of their economies has become based on the technical ability to keep pace with this development.

One of the things that have been clearly affected by this development is the means of dealing and paying with financial money, which represents the backbone of commercial life. Technology has played a major role in transforming the monetary dealings that individuals deal with, from dealing with ordinary cash, to dealing with modern electronic cash, and it appeared in the field of Dealing between members of society many modern payment methods.

The customer has many modern electronic ways and options to pay his rights to others, such as electronic money transfers, or by issuing electronic checks, or via credit cards and electronic prepaid cards at sales sites,so it was necessary to study this development and organize it legally, to present the ideal model that can be adopted and used, to develop the modern commercial process, and to advance the wheel of exchange and commercial dealings to the best and highest levels.

The researcher aims in this study to present the emergence of dealings between individuals with modern electronic money, and to determine the legal nature of dealing with electronic money, by adapting the relationship between the parties to the electronic money issuance contract, and how to save the obligations between them when dealing with electronic money.

From the foregoing, it becomes clear to us the question posed by the study as follows:

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What is the legal nature of the relationship arising from the electronic money issuance contract? and, What are the obligations attached to the parties to this contract?

To answer this question, we developed the following plan:

- 1- The legal nature of the relationship arising from the use of electronic money
- 2- Obligations of the parties to the relationship arising from the use of electronic money

2. THE LEGAL NATURE OF THE RELATIONSHIP ARISING FROM THE USE OF ELECTRONIC MONEY

The contractual relationship between the parties to the electronic money issuance process showed a jurisprudential dispute in its legal adaptation among the jurists, due to its overlap and the multiplicity of its parties, and the necessary connection between them. Each of the three relationships depends on the relationship that was issued before it in the circulation of electronic money. In this section, we will discuss The legal nature of the relationship between the issuer and the other party, and The legal nature of the relationship between the merchant and the electronic consumer as follows:

2.1 - The legal nature of the relationship between the issuer and the other party

The issuer is working on issuing electronic money and contracting with its users, and these tasks leave a legal relationship that must be studied and determine its legal adaptation, which we will discuss in detail below.

1.1.1. The legal nature of the relationship between the issuer and the electronic consumer

The opinions of jurists differed views the legal characterization of the nature of the relationship between the electronic consumer and the issuer of electronic money, and there are three jurisprudential opinions that we will present as follows:

First opinion: An aspect of jurisprudence has adopted characterization the relationship between the electronic consumer and the issuer as a bilateral sales contract relationship (Ghannam, 2007, p. 107), as the customer provides a cash consideration, to obtain the electronic cash issue, that is, electronic money is bought with the equivalent of bank money, so it was described before Some say that it is a kind of sale of the issuer's

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assets, because they are bought with the equivalent of traditional cash (Safar, 2008, p. 52).

Criticism of this opinion: This opinion was opposed for its violating the nature of the sale contract, the latter is the exchange of non-cash money for cash (75-58, 1975), the essence of the sale contract is the transfer of ownership and the authority to dispose, use and exploit to the buyer, in exchange for the transfer of the price to the seller.

However, the matter is different in adapting the legal relationship when issuing electronic money, the electronic consumer's intention did not tend to buy electronic cash units, but rather turned to exchanging traditional money for electronic money, and electronic money was not sold in exchange for traditional money, but its legal value remained after the exchange, And that is because it is exploited in the purchases made by the electronic consumer, so it is not appropriate to adapt the exchange of traditional money for electronic money as a contract of sale.

Also, after the conclusion of the sale contract and the exchange of the price, the seller cannot recover the sold item, nor can the buyer recover the money he paid, and the ownership of the sold transfers as soon as the sale takes place, and as for electronic money, the consumer can redeem electronic money units With traditional money before he uses it, he can also redeem his remaining electronic money units, with traditional money equal to what he has left of them.

As for the last reason for not adopting the sales contract to adapt the relationship arising between the issuer and the electronic consumer, it is the lack of profit, since the sales contract is the price in exchange for the sale, and this price contains the price of the sale and the profit that was estimated by the merchant when selling, the profit is made in a contract Selling, and in exchanging traditional money for electronic money, there is no profit that occurs between them, What the electronic consumer paid from traditional money is equal to the monetary value of the electronic money he obtained, and as for the profits of the electronic money issuer, it is obtained from the accounts that are opened by The issuer, and from the value of issuing electronic money purses, and the administrative fees that it imposes.

Thus, it is clear that the legal relationship between the electronic consumer and the issuer cannot be adapted as a contract of sale, and this is due to the clear difference that appeared to us.

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Second opinion: Adapting the relationship as a deposit contract, A part of jurisprudence has adopted adapting the relationship between the electronic consumer and the issuer as a deposit contract (Al-Bastawisi, 2006, p. 16). When the electronic consumer hands over money to the bank to convert them into electronic monetary units, he is originally making a cash deposit of money, then when he takes the electronic money units, he will have withdrawn The financial deposit that he had handed over to the bank, the issuer of electronic money, as well as if the electronic consumer spends part of the electronic money units and then redeems the remaining electronic money units for him, then he retrieves the remainder of his financial deposit in the bank.

Criticism of this opinion: This opinion was presented to describe the relationship as a deposit contract, as it refused to accept it from another direction of jurisprudence, and they adapted the process of transferring money from one account to another and storing the amounts on the electronic cash account and the electronic money wallet, which was previously It was deducted from the owner's account and added to the money account and the electronic money wallet, and then this account was opened under the electronic money system, which is liquid money managed by the customer himself through his personal computer, and not a deposit with the bank.

This process differs from the process of issuing electronic money, the electronic consumer and the bank did not initially go to the deposit contract, but rather the electronic consumer's intention to issue and receive electronic money units equal to what he will pay to the bank. As for the issuance of electronic money, this process differs from the process of depositing traditional funds. When the electronic consumer provides traditional money, he receives electronic money with a monetary value equal to what he provided. And what the electronic consumer provided to the bank from the traditional money, it comes into the possession of the bank.

In our opinion, the nature of the legal relationship between the electronic consumer and the issuer is a special legal relationship, as it is the result of this technological development, so it is difficult to place it in the traditional legal framework of the legal relationship between the issuer and the consumer.

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Last opinion: The jurisprudence has differed in the extent to which the characteristics of the contract of adhesion are available in electronic commerce contracts in general, and in the contracts subordinated to them, such as the contract for the issuance of electronic money, and the opinions of jurisprudence in this regard differed into two opinions, as follows:

1- The owners of this view go to the fact that the relationship between the issuer of money and the customer in relation to the issuance of electronic money is a contractual relationship characterized by compliance, which would not permit for the compliant customer in discussing the terms of the contract (Mohammed, 2010, p. 143).

It is clear from this that the proponents of this view rely on the idea of the independence of one of the parties to the contract by setting the conditions without discussion or negotiation to describe a contract as a contract of adhesion.

The criticism directed at this opinion: The legal argument for the owners of this opinion is based on the fact that the terms of the contract of adhesion are not available, and in particular the condition of the necessity of monopolizing the service (Al-Hakim, Al-Bakri, & Al-Bashir, 1980, p. 44).

This is in addition to the fact that many of the goods that are offered through websites do not acquire the status of a monopoly in any way. The contractor who uses the Internet in his purchases is able to search on many websites for the commodity he wants.

2- This opinion sees the need to differentiate between two types of e-commerce contracts (Al-Manzalawi, 2006, p. 26), which are as follows: The first type: It includes contracts that can be negotiated through e-mail, chat programs, or electronic audio-visual means. The second type: It includes contracts that are drawn up in a specific format and in a rigid form that is not subject to review or scrutiny, within a model request that does not accept modification and is prepared in advance, and the merchant does not accept bargaining and discussion.

1.1.2. The legal nature of the relationship between the issuer and the merchant

In this part, we will present the jurisprudential opinions on adapting the relationship of the merchant to the issuer as follows:

First: Agency Contract: Agency is a contract that the principal establishes another person in place of himself in a known permissible

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behavior, and part of the jurisprudence has gone to adapting the obligation to pay the merchant's debt from the issuer according to the agency contract between the issuer and the electronic consumer (BOUTEILLER, 2000, p. 28), since the agent works for the principal, and the agent here is the bank, The issuer of electronic money, and the principal is the holder of electronic money, the electronic consumer, the merchant.

But this theory faces legal obstacles that make it unsuitable for compatibility with the nature of this relationship between the merchant and the issuer (Al-Naimi, 2010, p. 34), for the following reasons:

1- The existence of a direct contractual relationship between the issuer of electronic money and the merchant, which argues that the issuer's obligation to the merchant is the issuer of the agency contract between the issuer and the electronic consumer.

2- In the agency contract, the creditor must refer to the principal to repay the debt, not to the agent, since the agent works for the principal's account, but in electronic money recovery between the merchant and the issuer, the merchant returns directly to the issuer, and does not refer to the electronic consumer.

Thus, it becomes clear to us that it is not possible to adapt the existing relationship between the merchant and the issuer according to the provisions of the agency contract.

Second: The substitution contract: A part of the jurisprudence went to say that the characteristics of the substitution contract can be applied to the relationship between the merchant and the issuer. Under the representation, the issuer is a new debtor to the merchant, and the merchant can return to the issuer what the electronic consumer has obtained. He also has the right to return to the electronic consumer, and if the payment is made to the merchant, the issuer and the electronic consumer are cleared of the debt (Al-Sadiq M. M., 2006, p. 50).

However, there are clear differences that make it difficult to apply the provisions of substitution on the relationship of the merchant with the issuer, and they are:

1- The merchant cannot refer to the electronic consumer in the process of recovering electronic money, but rather to the issuer in the recovery process, to fulfill the consumer's electronic debt, but by applying the theory of representation, the merchant has the right to refer to the bank or the

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electronic consumer without arranging to collect his debt, and this is what it violates the contracting system in the issuance of electronic money, which requires the merchant to return to the issuer only.

2- In dealing with electronic money, the basis of the issuer's commitment to the merchant is the contractual relationship between them, regardless of the issuer's relationship with the electronic consumer. As for the theory of substitution, the basis of the commitment is the relationship of indebtedness between the merchant and the electronic consumer. The creditor merchant is not obligated to refer to the bank; the bank may refer to the debtor directly, without referring to the bank (Al-Sadiq M. M., 2006, p. 51).

Thus, it becomes clear to us that it is not possible to apply the provisions of substitution to the relationship of the merchant and the issuer in dealing with electronic money.

Third: Debt Transfer: The proponents of this theory have tried to apply the provisions of transfer to the merchant's relationship with the issuer of electronic money, by considering that the holder of electronic money is the original debtor, which transmits the debt owed to the creditor, who is the merchant, to the new debtor who is the issuer of electronic money, and the merchant is considered to be based on this transfer to the new debtor, which is the bank, the issuer of electronic money.

However, it is not possible to apply the provisions of debt transfer to the relationship of the merchant with the issuer, for the following two reasons:

1- The basis of the transfer is a contract between the original debtor and the new debtor, through which the new debtor is obligated before the creditor to fulfill the right owed by the original debtor. As for the electronic money system, the basis of the issuing bank's commitment is the contract between it and the merchant directly without the presence of the electronic consumer. 2- The bank, in accordance with the relationship between it and the merchant, is obligated to transfer the electronic money units provided by the merchant, which were transferred to him from the electronic consumer in fulfillment of his debt, and the issuer does not hold onto any legal defenses derived from his relationship with the electronic consumer (Al-Naimi, 2010, p. 35).

Thus, it becomes clear to us that it is not possible to apply the debt transfer to the relationship of the merchant and the issuer in dealing with electronic money.

2.2 - The legal nature of the relationship between the merchant and the electronic consumer

The relationship between the electronic consumer and the merchant deals only with one aspect of the circulation of electronic money units, which is the payment of units to the merchant, but jurisprudence has differed in the ruling on this payment, and in this regard it has gone to distinguish between real money and electronic money, as the latter does not constitute a final means of payment, it is merely a representation of the issuer's promise to sell, and the owners of this opinion rely on the distinction between payment tools and exchange tools, as the use of exchange tools leads to the completion of the sale process, but it requires an additional process represented by the final payment between the various exchange process (Shafi, 2007, p. 96).

Also, the relationship of the electronic consumer with the merchant begins with the end of the electronic consumer's delivery of the electronic wallet, as the customer has the right to use the monetary units that were stored on the electronic wallet, and spend them in the sale sites, which accept dealing with this type of money, provided that the customer remains busy until the time in which the merchant replaces the electronic units with ordinary money (Abu Farwa, Internet Banking Services, 2009).

When a commercial transaction is made between two people using electronic money, both of them (i.e. the seller and buyer) put their card in an electronic wallet, which deducts the price of the commodity or service from the buyer's card and transfers it to the seller's card, and it is then possible for the seller to use the money proceeds to purchase goods and services from another producer or seller to sell it afterwards or use it to clear his debts, then electronic money is suitable for discharge (Al-Shafi'i, 2004, p. 124).

The electronic consumer expresses his consent to this transfer by placing his personal signature on the paper produced by the merchant's electronic device, and this paper has its value by showing it to the bank where the electronic money is issued, when wanting to convert electronic money to traditional money, or to transfer it to the merchant's bank account.

And if the transaction is rejected by the merchant's device, due to the invalidity of the electronic consumer's electronic card, or the lack of sufficient balance of monetary units in it, then the merchant's device takes

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out a paper stating that the transfer process has not been completed in order to confront the electronic consumer with it, in order to fulfill the it in any other way.

The electronic consumer can spend the electronic monetary units through the sale sites on the Internet, by following the purchase steps on the sale site, where the required information is entered from the electronic consumer, and the number of the electronic wallet is entered, then the validity of the electronic money units is verified and it is deducted from the wallet without The intervention of any third party to complete the electronic purchase process (Ghannam, 2007, p. 148).

After the process of deducting monetary units from the electronic wallet and transferring them to the merchant, whether in direct payment to the merchant or via the Internet, the second phase of the electronic money cycle ends, and it is called the trading stage.

In fact, jurisprudence differed into two opinions, most of the jurists are of the view that the transfer of electronic money units from the electronic consumer to the merchant is considered a final payment by which the electronic consumer is immediately discharged, and the owners of this statement based it on several arguments, including: **First:** The agreement concluded between the issuer, the electronic consumer and the merchant, has obligated everyone to accept dealing in electronic money units, and that it discharges the electronic consumer after payment with it, and therefore the merchant will be obligated to accept it, and return it to the issuer to transfer it, and not to release it to the electronic consumer violates the previous agreement, and loses the interest for which the units were issued. **Second:** The electronic transfer of electronic money units from the consumer's electronic wallet to the merchant's wallet, which results in a decrease in the number of units in the electronic consumer wallet, and increases by the same number in the merchant's wallet, which means the transfer of electronic units with monetary value from the electronic consumer to the merchant, and their ownership transfers with it. To the merchant, who can transfer them and retrieve them at the issuer, unlike the electronic consumer, from whom those units came out of possession, and this means that the electronic consumer pays what he owes and clears him of the claim. **Third:** The purchasing power of this type of money means the electronic consumer's innocence of the debt when using it, and saying

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otherwise destroys this purchasing power (Ghannam, 2007, p. 148). Thus, it turns out that the legal relationship between the electronic consumer and the merchant is considered a final payment relationship for the debt, and the electronic consumer is absolved of liability when the electronic money units are transferred immediately, and the customer can refer to the issuer to convert and retrieve the electronic money units into traditional money.

3. OBLIGATIONS OF THE PARTIES TO THE RELATIONSHIP ARISING FROM THE USE OF ELECTRONIC MONEY

One of the most important effects of the electronic money issuance contract, are the obligations that each party must implement, and below we will address: Obligations of the electronic money issuer and Obligations of electronic money users.

3.1 - Obligations of the electronic money issuer

The issuer is considered one of the most important parties to the electronic money issuance contract, as it is the one who issues electronic money and contracts with its users, and we will address its obligations as follows.

3.1.1. The commitment of the electronic money issuer to implement the general policies for the issuance of electronic money

The issuer of electronic money must adhere to the policies of the Central Bank regarding the issuance of electronic money and its controls, and these policies differ from one country to another, according to the applicable financial and economic policies, and these policies play an important role in preserving the general rights of customers in the electronic money system, as well as adherence to the principles that ensure Managing the risks that may occur when performing electronic money issuance operations to protect users from consumers and merchants (Ibrahim K. M., 2006, p. 329), and This commitment is achieved through the following:

-The commitment of the electronic money issuer to accept customer requests and issue the electronic wallet: The issuer of electronic money is obligated, starting from accepting customer requests, to issue wallets and electronic money units, and the commitment of the electronic money issuer to accept customer requests is based on granting them the authority to issue and trade for this new system of electronic dealing by the Central Bank (Naim, 2007, p. 100). It is also required to enable the customer to close the

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wallet to convert electronic monetary units into real money at any time requested by the customer without being tied to a certain period (Abu Farwa, Internet Banking Services, 2009, p. 71).

- The commitment of the electronic money issuer to maintain the confidentiality of data related to customer information and the operations they carry out: It is the responsibility of the issuers to maintain and abide by the confidentiality of the information provided by their customers, whether from customers who issue electronic money units, or merchants who participate in electronic money trading operations, and the commitment of issuers to this duty can be derived from contracts for the use of the electronic money system, and may be derived from the legal texts that obligate credit institutions to maintain the confidentiality of information and transactions of their customers, and this information may not be dealt with except after obtaining the approval of the person concerned, who is the electronic consumer (Hegazy, 2006, p. 52).

- The commitment of the electronic money issuer to save documents, and send reports and periodic statements to the client: It is also the responsibility of the electronic money issuer to save all documents related to the operations carried out by the electronic consumer, which includes keeping the statements of the electronic money units issued to the customer, the number of issued units, their categories and types, the type of currency in which the units are issued, the issuance numbers - if any - and the date of issuance, The operations during which the monetary units were spent, their times and dates, and the locations of sales during which the units were spent (Hegazy, 2006, pp. 52,53).

3.1.2- The commitment of the electronic money issuer to provide an integrated electronic system to manage the electronic money dealing system

One of the things that falls to the issuer of electronic money is to provide an integrated electronic system in the management of electronic money issuance operations, and to ensure the functioning of this system with a high degree of confidence and security, and to preserve it from the implementation of modern technical crimes, with a degree similar to confidence and security in the operations of dealing with electronic wallets and credit cards, which enjoys the great confidence of its dealers (Al-

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Sadiq M. M., 2006, p. 101),and This commitment is achieved through the following:

- It is the responsibility of the issuer of electronic money to deliver to the electronic consumer and the merchant all the electronic wallets and devices for the circulation of electronic money, and this includes the smart card that contains the electronic or magnetic support, and the electronic money units stored in it, so that these units are in his possession or at his disposal and what He can use it to pay for goods and services (Ibrahim A. E.-S., 2009, p. 246).

- The issuer of electronic money is obligated to enable the electronic consumer and the merchant - alike - to be able to use the electronic system of electronic money units, through the manual of use instructions, and the consumer shall bear the loss if he does not comply with the security instructions issued by the issuer, as if he leaves The consumer's electronic wallet is open and lost in this case, which led to it falling into the hands of another person.

- The electronic money issuer is also obligated to disclose all data and information related to the use of the electronic money system, and this commitment from the electronic money issuer is in the face of all users of this system, whether the electronic consumer or merchants, as well as all members of the public (Ghannam, 2007, p. 155).

- The commitment of the electronic money issuer to enable the electronic consumer and merchant to close the electronic payment mechanism and report technical malfunctions, theft and loss incidents: The issuer of electronic money is obligated to enable and provide the electronic consumer and the merchant with the appropriate mechanisms to close and stop the work of the electronic payment mechanism when any errors occur in the use of this mechanism, or the occurrence of any circumstances that require its closure, such as the error in entering secret access codes, or the error in the orders for transferring electronic money units, Or the electronic consumer's occurrence of fraud and deception when using this mechanism.

It is the responsibility of the issuing authority, in accordance with this obligation, to provide users of the electronic payment mechanism with all reporting and notification mechanisms when the devices are exposed to

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cases of theft or loss, in order to prevent illegal use by third parties (Ghannam, 2007, p. 156).

- The commitment of the electronic money issuer to retrieve electronic money units from the electronic consumer or merchant: The issuer of electronic money is obligated to both the electronic consumer and the merchant to agree to carry out the process of recovering the recovered electronic money units, and to replace them with traditional money, to be immediately disposed or transferred to the bank account, and this process is called the recovery process, and the electronic monetary units to be retrieved are saved in the electronic card At the electronic consumer, or in the electronic device of the merchant (Naim, 2007, p. 110).

3.2- Obligations of electronic money users

The electronic consumer and the merchant are the parties using electronic money in the electronic money issuance contract, and we will address their obligations as follows.

3.2.1. Merchant Obligations

1- The merchant is considered an important party in the spread of electronic money circulation. He must abide by the optimal and proper use of electronic devices and maintain them, and pay the commission due to the issuing authority (Naim, 2007, p. 119).

2- the merchant must commit to returning what he received from the issuer of electronic money, One of the tools for operating the electronic money system at the end of the contractual relationship between it and the issuer.

3- The merchant also bears the cost of modifying his payment systems and devices to be in line with this new method, and he will also pay until he gets his wallet like the consumer, knowing that the issuer bears the greater part of the cost because the price of the smart card installed on the card delivered to the consumer and the merchant costs a lot even Even if it exceeds this cost (Ibrahim A. E.-S., 2009, p. 264).

4- The merchant's obligation to open the special account with the issuer, submit an application for subscription to the electronic money dealing system, and disclose the required personal information, to enter the electronic money system. The merchant will not obtain the advantages of the electronic money system until after he enters it, and the request to subscribe to the issuing authority represents an affirmative by the merchant

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by accepting the terms of subscription to this banking service from the issuer, which has the right to accept this request, Or refuse him if his request is approved.

5- Commitment of the merchant to the optimal and proper use of electronic devices that receive cards and electronic cash wallets for customers, and to maintain them, The merchant must maintain the electronic devices that he obtained from the issuer of electronic money, which he uses to activate the system for dealing with electronic money in his store at points of sale, when dealing with electronic money holders and in accordance with the instructions of the issuing authority (Naim, 2007, p. 134).

3.2.2. Electronic consumer obligations

First: The electronic consumer's obligation to submit an application for participation in the electronic money handling system The electronic consumer does not obtain the advantages of the electronic money system until after he requests the contract from the issuer, and his request to join is nothing but an affirmative from him by accepting the terms of this banking service from the issuer, and the issuer remains the owner of the right to accept or reject the consumer's electronic request. In all cases, the issuer verifies the availability and conformity of the conditions on the electronic consumer who requests the issuance of electronic money units for his account, and the verification of the conformity of the conditions is often immediately, if the electronic consumer is a known customer of the issuer, and he has a special account with it The electronic monetary units are immediately disbursed (Naim, 2007, p. 134).

Second: The electronic consumer's obligation to pay in full the value of the electronic money units obtained from the electronic money issuer: Based on the approval of the electronic money issuer on the consumer's electronic request to join the electronic money dealing system, he must fully pay the value of these units that he will obtain, and the value of these units is determined by the issuing authority, within the local exchange rates determined by the authority granting licenses to issue electronic money, it imposes a certain amount of cost, so the consumer pays the cost of issuing the wallet itself and the cost of charging the card with electronic units and recharging (Awad, 2000, p. 199).

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Third: The electronic consumer's commitment to the optimal and proper use of the electronic money dealing system, Among the requirements of the texts of the contract concluded between the electronic consumer and the issuer is that the system for dealing with electronic money is used properly in accordance with the instructions of the issuer, and in the form that was set for him, and this optimal use is related to the full benefit of the customer from this system (Ghannam, 2007, p. 127), on the one hand.

Also, the electronic consumer does not make any changes that affect the work of these tools, whether in good faith or otherwise, and he must use them in the devices for which they were developed, and not use them in other devices that no longer have them, and the electronic consumer must not try to enter any Additional electronic financial values to the electronic smart card from a non-issuing entity, including its obligation to deal with merchants specified by the issuer, and the usage manual may contain other instructions, and violating these instructions is considered an illegal use of electronic payment tools (Hegazy, 2006, p. 501).

Fourth: The electronic consumer's obligation to keep the electronic wallet and the password: The entry of the electronic consumer in the field of electronic money dealing requires a personal commitment to maintain the tools obtained by the issuer, which is the electronic cash wallet, whether it is an electronic smart card, an external hard dick, or a special electronic wallet program (Ibrahim A. E.-S., 2009, p. 260).

The electronic consumer is also obligated not to expose these tools to any suspicious uses that hinder their work, or lead to a breach in their technical programming, such as trying to manipulate and increase the monetary units they contain without the knowledge of the issuer, or by using them on suspicious or unreliable sites, especially in the presence of electronic crimes.

Fifth: The electronic consumer's obligation to notify and report a breakdown, theft or loss of electronic money dealing tools and wallet: One of the important obligations of the electronic consumer - rather it is considered one of the most important - is his reporting and notification of all exposure to the electronic money system tools, as the contracts of these mechanisms require immediate reporting of cases of malfunctions, loss, theft and loss that occur to these tools, but the consumer is obligated The electronic bank informs the issuer if it believes that there is an error in the

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payment processes or in accessing its electronic cash account (Ibrahim A. E.-S., 2009, p. 262).

Sixth: The electronic consumer's obligation to return what he received from the electronic money issuer of operating tools for the use of the electronic money system, so The last obligation that falls on the electronic consumer is to return what he received from the electronic money issuer of operating tools for the use of the electronic money system, and this commitment is according to what is dictated by the terms of the contract between the electronic consumer and the issuer, as these tools remain the property of the issuing authority, and the electronic consumer It is only a tenant of it and the services performed by those tools.

This return to these electronic tools is important as it ensures that these mechanisms do not reach users who do not have the right to obtain them, so that they are not used in illegal and illegal attempts to enter the electronic money dealing system from others, especially by internationally organized gangs, and users of the electronic money network (Ibrahim A. E.-S., 2009, p. 264).

4. CONCLUSION

The researcher concluded that the implementation of the rules of civil law to adapt the relationship of the electronic consumer and the merchant to the issuer of electronic money has encountered multiple legal and practical obstacles, and the complexity of the special relationship between the electronic money users and the issuer, has increased the difficulty of developing the appropriate legal adaptation for this relationship.

Add to that, what was created by modern technological development in the fields of communications, computers and the Internet, which led to the overlap of technology in rapid communication systems, with its entry into the field of electronic payment cards.

Therefore, it was necessary for the legislator to intervene to set laws that would be able to control this relationship, even if this led to the establishment of new legal rules and contracts, to take into account this development on the one hand, and preserve the rights and obligations of dealers on the other hand.

At the end of our study we can put the following results:

- the nature of the legal relationship between the electronic consumer and the merchant and the issuer is a special legal relationship, as it is the

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result of this technological development, so it is difficult to place it in the traditional legal framework of the legal relationship between the parties to the electronic contract.

- The issue of electronic dealing with electronic money is new to individuals, and it lacks practical and actual experiences to prove its effectiveness among dealers, as electronic payment applications are still in their initial models, and have not spread among dealers in a wide and clear way, especially in Arab countries, Which reduced its application and benefit.

- The issue of the electronic money issuance contract is one of the topics that the jurisprudential disputes talked about, as the opinions of the jurists vary in the statement of its provisions, and it may be difficult to choose the legal adaptation in some relations arising from the issuance of electronic cash, due to its lack and the absence of legal texts that deal with the issue at hand directly, and refer often to the general rules in solving the problems it causes.

- Finally, the researcher believes that a law and legislation for electronic money must be issued, containing all the procedures for issuing electronic money and the stages of its publication, circulation and recovery with third parties, the issuer, the merchant and the customer, and this law must also include documentation and proof procedures for the electronic money system to protect All parties, and a statement of the duties and obligations of all dealers in this system.

We came up with a set of recommendations, as follows:

- The legislator must intervene to set laws capable of controlling the relationship between the consumer and the exporter, even if this leads to the establishment of new legal and contractual rules, to take this evolution into account on the one hand, and to preserve the rights and obligations of the concessionaires on the other hand.

- The legislator must clarify the legal implications of the legal relationship between the exporter and the consumer with regard to the determination of civil and criminal liability resulting from the violation of the provisions of the contract for the issuance of electronic money.

- Create a new legal model that adapts to technological developments and the modernity of its systems, so as to facilitate and secure relations

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with banking establishments, particularly in the context of the use of electronic money.

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