Analyzing the Features of Contracts and Representation: Evidence from Electronic Commerce

Amir Ahmadi 1, Mohammad Rasool Ahangaran* (Corresponding Author) 2, Javad panjepour3

1. phd. Student, Department of Faculty of Humanities and Law, Isfahan (Khorasgan) Branch, Islamic Azad University, Isfahan, Iran.

2. Professor, Farabi Campus University of Tehran, Qom, Iran. Email: Ahangaran@ut.ac.ir

3. Assistant Professor, Department of Faculty of Humanities and Law, Isfahan (Khorasgan) Branch, Islamic Azad University, Isfahan, Iran.

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ABSTRACT

In the immediate era, the electronic treaty has become one of the fastest and most secure ways to contract. Electronic contract features can be explained through juridical and legal rules. In the current paper, we have tried to analyze the features and types of electronic contracts relying on juridical and legal elements. The purpose of this study is investigating the economic and legal features of electronic contracts and examining the consumers and salespeople’s rights in various types of these transactions. The results of the study indicate that, the electronic contract is an unceasing and fast contract in which its coalescence leads to the elimination of additional costs such as paper costs that is worthwhile both economically and environmentally. In some contracts, using relinquishment right, a right is considered in order to protect the customers. Another purpose of this article Due to the speed of information technology and development in the electronic world, one of the most important issues of human life in livelihood or trading is the discussion of concluding electronic contracts by smart systems or electronic representation. The purpose of this study is investigating the nature of electronic representation using intelligent system in electronic contracts in Islamic law and reviewing its effects and commandments and adjusting this issue to the law of Iran and expressing the existing vacuums in electronic contracts, which the civil law and the Iranian Electronic Commerce Law has not addressed it explicitly and hasn't mentioned it.

Keywords: electronic contracts protect the customers, elimination of additional costs, electronic representation, and intelligent systems.

1. INTRODUCTION

Nowadays in the age of progress and speed to conclude different contracts, the declaration of will and need is made by the electronic intermediaries. People would prefer to use the internet, telephone, e-mail, and the other communication equipments for exchanging information and making contracts which is a vast revolution in the negotiation of electronic contracts, particularly in commercial contracts. These distance contracts externally have the features that their identification and definition will lead to better understanding of the legal and juridical aspects and better and more accurate analysis are the results of it.
The emergence of the internet and computers has led to the improvement and speed of concluding the contracts using the intelligent systems, which its software are produced and processed by human and this makes it possible for the customer and the party to use the contract for quick concluding with no intervention of human. Nowadays, managing the environment of the internet by a person and even a few people is impossible, hence intelligent and automated systems are used for ease and speed in concluding their contracts. Through legal act, including electronic contracts, a person needs an agent resolve his needs. Sometimes he needs a representative, in order to assign some of his duties to someone else because of the difficulty he cannot withstand. Here we want to look at the nature of intelligent systems in concluding contracts, which are the person, the agent and the lawyer or they can be merely tools and intermediaries for the purpose of drafting contracts.

1. Features of electronic contracts for easy trading

2.1. Eliminating paper documents

In fact, according to studies, one of the most important reasons for speeding up in electronic contracts is the removal of unnecessary paperwork that eliminates unnecessary processes in contracting. In this case, international and domestic regulations should be reviewed and interpreted.

In traditional contracts, the use of large volumes of paper will have economic costs for both government and the nation; on the other hand, it leads to cutting down the trees that in practical has some environmental consequences. In electronic contracts, there is no paper document and the other common electronic methods such as e-mail which have replaced the letters and eliminated papers are used. Although in some cases traditional contracts and electronic contracts are identical, there are some fundamental differences between them which should be investigated accurately.

What in accordance with the rules and regulations, in debates including: 1. Immovable properties ownership document; 2. selling pharmaceuticals to consumers; 3. Announcement, warning, alert on goods; 4. Identical phrases that express special ways for using goods or prohibit some special ways as well, comes to mind in the article 6 of electronic commerce code must be in the form of paper documents.

Moreover the provisions of marriage documents and transfer or mortgage documents are subject to writing that in the case of eliminating paper will be problematic. Article 42 of electronic commerce code also mentions a list of contracts and exchanges not covered by this law, which we will cover, although it may exceptionally be exempted in certain cases.

2.2. The lack of physical attendance in electronic contracts

Fundamentally for concluding each contract, the attendance of the parties is not necessary. Needless to say, the existence of such contracts necessitates the connection between the human society in micro and macro dimensions; because different societies basically need one another. Satisfying their requirements also needs legal institutions with strong and dependable connections, the most important of which is the contract. The parties to the contract from each place, at any time, can make a declaration of their will to the opposing party even the existence of the parties in the electronic environment doesn’t mean physical presence. One of the most essential features of the electronic contracts is that they must be concluded electronically or in an electronic environment without the mutual physical attendance of the parties (Al-Dasuki, 2003, p72).

Now, this question arises that if one of the parties to the contract presents in the constitutional assembly using video connection and concludes the contract, whether this type of agreement has the effects of the contracts in person? With regard to the raised issues it seems that the contract house can be divided into true agreement house (presence) and instruction house (non-personal), so that to some extend the difficulty of the time in concluding the
contract is solved, because the parties’ lack of access to the authenticity of the will to conclude a contract is one of the issues discussed in electronic contracts.

2.3. Extension of electronic contracts

Contracts that are concluded in electronic environment and on the web pages are considered as addendum contracts; because the seller displays his goods and services with the necessary information and general terms on his web page. Purchaser or consumer may accept it under the same circumstances, if it wishes to purchase and is generally no longer in a position to provide new terms or negotiate with the seller. But the seller usually offers several options for selling and different methods for paying the purchaser, which the purchaser according to the desire of oneself adopts, one of the options and offers it to the seller for purchasing. Contrary to this, the electronic contract arena is open for negotiation and modification of terms in the preamble of the contract, and such contracts do not have an extinction aspect (Amiri Ghaem Maghami, 1391, p93).

2.4. Principle of Satisfaction of electronic contracts

Creating a legal contract that has a legal effect requires a serious, intentional determination by the parties to express their intention without any reluctance to conclude the contract. In legal writings, “consent” is mentioned as the essential condition of the contract and the stages of constitution of will in the person with legal status, and in this way it has been paid to the attention of lawyers. In principle of consent, man enters into a contract anxiously and in the term of law it is called “consent”. Iranian juristic (refer to: Shayegan., 1996, p21; Jafari Langroudi, 1961, p499-506; Emami, 1998, Vol. 1, p174; Amiri Ghaem Maghami, 2008, Vol.2, p89-90; Shahidi, 2003, p53; Katouzian, 1987,Vol.1, p 45) and Imam’s jurists (Ansari,1999,Vol.3, p29; Al-Mousawi Al-Khoei,Vol.3, p 281), if the legal act is concluded by the parties without the need for other formalities, the contract is called consensual contract and they believe that whatever the approach is to create this judicial action, it is important to use a particular form or specificity, in particular. But in electronic contracts (either accepting people using electronic tools or acceptance by electronic systems that have virtual will), which complicates the subject with e-mail acceptance ( Al-Dasuki, 2003, p 77), but it seems that electronic contracts providing the satisfaction of parties to the contract, and without requirement of any formalities, the parties can conclude the contract with the assistance of electronic intermediaries, therefore, if there is a discrepancy between the intention and the consent of one of the parties to the electronic contract, the future of the contract will be different and we will go through it.

2.5. The international aspect of electronic contracts

Although there is no distinct division of jurisprudence in the field of international treaties, on one hand the existence of general rules of contracts and the principle of credit and the necessity of bilateral or multilateral agreements and treaties in general and the history of a series of special treaties in the field of relations between Muslims and non-Muslims or in other words Contracts between have been concluded in the age of prophet (PBUH). On the other hand, it indicates that a division between jurists in the field of these contracts has been accepted (Amid Zanjani, 1991, p 10). Therefore, with regard to the internationality of the Internet and the volume of transactions and contracts from one country to another, which leads to the conclusion of a contract, it can be explicitly stated that electronic contracts have an international aspects and are freely accessible by electronic means from anywhere in the world, regardless of the boundaries and geographic location can be contracted to any shape.

With regard to economic requirement of countries to each other, some of the electronic contracts are concluded transboundary between these countries and also in article 3 of Iran’s electronic commerce law and the (UNCITRAL) Sample Law refers to the international dimension and the importance of developing cooperation among countries. This can be a milestone in creating the international feature of electronic contracts. Therefore, in the case of disagreement between the parties and the contracting parties, the international feature of electronic contracts will lead to the equalization of countries in compliance with the rules and the rules of electronic intermediaries will deal
with problems, and the proprietorship of the parties to the contract, time, place and court will determine the right to resolve the dispute.

2.6. Fast Commitment in Electronic Contracts

Most commonly used online shopping deals have the aspect of purchasing and selling the goods and services; the main obligation of consumer, as one party to these electronic transactions, is the payment of the goods or the use of the services provided. One of the characteristics of electronic contracts is the electronic payment of goods or services. Even electronic payments in some cases, in addition to being a commitment, are also considered to be a practical indication of the customer's wish. In today's electronic interactions, various electronic payment instruments have emerged that replace traditional money, including bank notes or checks (Maqaminia, 2012, p96).

Another feature of electronic contracts is the ability to execute and perform fast and immediate some contracts through the Internet and electronic intermediaries. For example, in the virtual environment or by electronic means, many goods, including home appliances, electronic devices, mobile phones, car and other goods can be ordered and then sent by postage or other means to the purchaser. As well as in the virtual environment, e-books, audio and video files, and software and some other services can be delivered immediately by the contracting party (buyer) via the Internet. In recent years, contracting parties and consumers have shown a strong desire for dealing electronic commerce and contracts. Reducing costs, increasing the speed of access to the Internet, and the economic and social benefits of trade and electronic contracts are one of the main reasons for the public's interest in concluding such contracts. Performing and fulfilling the obligation to the online payment and fulfilling the obligation through the Internet for receiving goods or services, so that this payment and commitment are made without the need for physical presence at the bank or store or in the House and through the Internet.

2.7. Withdrawal right

One of the other features of electronic contracts is the right of annulment which is considered for the customers. The reason of this withdrawal right seems to be for the user who saw the good but not choosing it and can send it back for the supplier without additional costs, other than shipping charges. In the exemplary law of the UNCITRAL and the 2005 Geneva Convention, there is no debate about the right of withdrawal. The eviction right is predicted but not exchanging the goods but in article 37 of the Electronic Commerce Act of Iran, concerning the right of withdrawal inspired by paragraph 1 of Article 6 of the guidelines of the European Union of 1997, spells out the consumer's right of withdrawal for at least seven business days, which stipulates: “In each distance transaction, the consumer must have at least seven working days to withdraw (withdrawal right) from the acceptance without penalty or reason. The only charge imposed on the consumer will be the return shipping cost.” Also, in clause “c” article 38 of the Electronic Commerce Code of Iran does not provide any damages or fees against the right to withdraw from the contract and it is mentioned there: “Upon the consumer's using of the withdrawal right, the supplier is required to return the same amount as soon as possible to the consumer without any claim”. It should be added that Article 37 of the Electronic Commerce Code of Iran is a valid reason for claiming Article 69 of the Electronic Commerce Act and if the supplier (seller) violates the provisions of Article 37 of the Commercial Code, it will be fined and punished pursuant to Article 69. Therefore, it seems that in principle, from the juratory and canonical point of view, the nature of the right of withdrawal is opposed to the religious law and the constitution because the contract is in the consumer's right and one of the conditions and grounds for termination is to exist until the contract is terminated. In chapter four, we will discuss the juratory and legal nature of this seven-day withdrawal right in details, and refrain from further elaboration here.

1. Withdraw
2.8. Mercantile traits and protecting the consumer

Most contracts that are concluded by electronic intermediaries, including the Internet, in addition to having an international character, are trademark contracts by business corporation Which places the material and non-material goods or services required by the consumer in sale, which may be the commercial practices required by the law of commerce. To protect the consumer, to establish a fair deal by electronic intermediaries, to maintain public order in Article 3 of the Consumer Protection Law, both international law and Article 33 of the Iranian Electronic Commerce Act, certain provisions are mentioned, including the obligation to notify the goods by the seller, Clear and precise goods and conditions of sale, etc.

2.9. The necessity of using electronic software and hardware in concluding contracts

A contract is not qualified as an electronic contract if it is not concluding in the electronic environment using electronic equipments. So concluding the contracts using informational electronic tools is one of the specified features of electronic contracts. The electronic contract does not differ from non-electronic contracts in terms of subject matter, subordinates, and material creditworthiness. Some of the differences are the coagulation method or coagulation environment. As the use of hardware and software, in order to provide an environment for the creation of the electronic environment in its technical framework, causes a special physical and environmental constraint, and therefore requires the establishment of certain technological facilities for the conclusion of electronic contracts (Maqaminia, 2012, p 950) it seems there are a number of problems that we discuss about them later.

2.10. Automatic Formation of Contract.

It is possible to create a contract automatically, with the help of software designed for this purpose in the Internet environment. Although the UNICTRAL law and the Iranian Electronic Commerce Act do not specifically stipulate automatic contracts such as contracts by e-mail.

However, from the context of some of the articles of these two laws, it can be understood that the requirement and acceptance of an electronic contract may be made automatically by one party or on both parties of the contract and by “intelligent agent” or electronic agent, which automatically leads to conclude the electronic contract.

2. Types of Electronic Contracts

Electronic contracts can be concluded in a variety of ways, based on the separation of contracts and parties to the contract, which is the process of buying and selling other services in the market environment by electronic intermediaries, such as the Internet. The subject of electronic contracts can be selling goods, the provision of services such as banking, airline, etc., or selling digital products such as books, articles, pictures, films, etc., or providing information such as providing a report or scientific or economic information from an institution or an expert. The subject of the mentioned contracts may include the following in the reputation of the parties to the contract:

3.1. Business to business commerce (B to B)\(^4\)

This type of electronic contract including e-commerce means buying and selling goods and services between business entities. In fact, the vendor and the customer are either business or part of an enterprise that uses computer facilities to communicate with one another. (Ahani, 2004, p 163). This model is designed to communicate between enterprises. The relationship between large producers, factories, distributors is of this type. (Sadri, 2009, p26)

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\(^2\) Intelligent Agent
\(^3\) Electronic Agent
\(^4\) Business to business commerce (B to B)
Often banks and corporations adopt the business between foundations based on its security and privacy of it in spite of its heavy cost, even after the advent of the Internet: as the Swift system was created in 1977 with the aim of exchanging messages related to the international transfer of funds using this method. In many countries, banks are already using this method in their relationships (Ahani, 2004, p163).

Organizations, especially business organizations, are constantly buying and selling electronic goods and services, and, as a result, they buy goods mainly from electronic equipment from manufacturers, and sell to their big and small purchasers, or the producers buy the raw material and use them to make new products and market them to their consumers; For example, doing business against money, or exchanges and Internet contracts between contractors inside or outside on one hand, and car makers both inside and outside the country, on the other hand, can be used in these types of business contracts in major sales.

3.2. Business contract to the consumer

Whenever dealing with a transaction one party is the firm and the other party is the buyer (final consumer), we deal with this type of system (Sadri, 2009, p26). In this case, buyers and sellers are directly and immediately buy and sell through the global network, this kind of e-commerce was recognized in the 80’s, But only after the invention of the Internet and the possibility of exchanging data between individuals of this type of contract flourished.

The method is in this way that customers using the internet make connection to the vendor site which is like a showcase of a store, (That is made in the form of web pages) and after choosing the goods they are interested in and purchasing goods and contracts by clicking on the action and buying it and entering their credit card details (Ahani, 2004, p 164).

In this type of contract, even individuals can enter into contracts, whether commercial or non-commercial, through electronic intermediaries at home or at work, such as buying goods, services (flight reservations and train tickets), and downloading software, etc.

3.3. Consumer to consumer contract

This system can provide electronic exchanges of people with each other, and such things as sale by auction; auctioning and electronic bidding will be performed by this system (Sadri, 2009, p26).

There’s an intermediary site in this kind of e-commerce that, unlike the previous one, does not belong to a specific vendor, in fact, this site is something like a marketplace that commodity (or service) can be sold in that and purchased another commodity (Ahani, 2004, p164).

3.4. Governments to government contract

This type of contract and service is used to conduct electronic transactions between the two countries, and the two countries will use the service if they wish to conclude their export and import contract by electronic means (Sadri, 2009, p27).

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5. Society of Worldwide Interbank Financed telecommunication,(SWIFT).
7. Different sites like Amazon, CD New and digikala site in Iran are some of the most important business customer sites; Jeff Bezos was the first person who created this contract in 1994 by Amazon.
8. Consumer to Consumer,(C to C).
9. The most famous and successful site is (Ebay.com) an online auction site that facilitates private business, and in Iran it is possible to refer to the site Esam and Divar.
10. Government to government (G to G)
It can be added that this kind of contract can be related to unilateral or multilateral agreements that are in or out between governments, and these types of contracts certainly have problems that appear to be due to weaknesses in infrastructure and legal deficiencies.

3.5. Government to consumer’s (citizens) contract\textsuperscript{11}

This service provides the electronic communication between the government and the public, and government agencies such as municipality, tax, judicial, security, etc. can use this service (Sadri, 2009, p27).

In this type of electronic communication, the government provides consumers and citizens with various services, which is now seen in creating an electronic government in the country. Transactions and government contracts with their employees as citizens can also be included in these types of contracts.

3.6. Government to business contract\textsuperscript{12}

This type of contract establishes the relationship between the government and a firm (Sadri, 2009, p27).

In this type of government service, the company sells or provides services to firms and organizations that provide electronic exchanges between companies and government agencies such as financial and information exchanges, payment of taxes, business tax collection, certification, clearance, and different licenses, etc. are in this service.

4. Another type of electronic contract is the electronic representation deal that we will give below:

4.1. The concept of electronic representation\textsuperscript{13}

To explain the discussion, we first discuss the meaning of the word and expression of representation. The representation in word means being agent, and advocacy (Dehkhoda, 1982, p7). The advocacy is coming from the root word advocate and means assigning a course of action to another person or choosing that person as the deputy (Tarihi Al-Najfi, 1989, Vol. 4, p547) and this is also mentioned in the Quran\textsuperscript{14} (Katouzian, 2000, Vol.2, p54). In another definition, the representation is classified as confidential, which is resulted from the satisfaction of one person from the other, where the other acts are exercised and controlled by him, and on the other hand he receives the agreement to act (Anthony & Bellia et al. 2001, p1060).

Now, what controls the web sites is an “artificial intelligence” which is explained as an electronic agency in the legal drafts (Habibzadeh, 2013, p64). An agency is a representation other than intermediary, which is merely a means of conveying and communicating an agreement on one side to another (Katouzian, 2000, Vol.2, Pp 54-55). Like the place where the young child informs the shopkeeper his father’s message; while representing both the gents and the representative of both parties are important (Amiri Ghaem Maghami, 2008, Vol.2, p142). The representative must have the intention of concluding the contract in lawful manner, and must also have the necessary qualifications for the intention to indite the contracts.

4.2. The nature of the electronic agency

In concluding the contracts using the intelligent systems to increase the speed and accuracy is so common all around the world. Now there’s a question whether this intelligent system can be the legal agent or judicial authority\textsuperscript{15}.

\textsuperscript{11} Government to Citizen,(G to C).
\textsuperscript{12} Government to Citizen,(G to C).
\textsuperscript{13} Electronic representation or agency.
\textsuperscript{14} Sura Parties (Ahzab), Verse 3. And trust in God, if God is your lawyer it’s sufficient.
and the audience in the formation of the contract and requiring them to obey the orders of these intelligent systems and automatic systems or not? Firstly there are some indicative theories about the nature of the intelligent system, which we express them in summary:

1. Some hold legal credit for intelligent system (Weitzenboeck et al. 2001, p211; Allen & Widdison et al. 1996, p44) and the social acceptance of the intelligent system requires the acceptance of its legal personality by the law and they believe that the system only performs as the person duties. The critique of this story is that the legal agent has got the nature but the electronic agent isn’t a person to have the nature and if the electronic system makes a mistake unintentionally it is impossible to make it to compensate for the original person (Anthony & Bellia et al. 2001, p1063).

2. The intelligent system is not an agent and it is like the other Medias such as telephone and telegram and so on. And it is just a tool using for transferring people’s intentions (Weitzenboeck et al. 2001, p214; Freedman et al. 2000, p19). Certainly, the program enters into a contract with the identity of the party and the contract is signed for the party with his name (Smedinghoff, Thomas J et al. 2002, P29). The requester and the respondent are aware of the activities of the intelligent system and the transmission of the message data for acceptance is considered as an electronic letter in a written form.

3. The intelligent system is the agent and the lawyer of the user and it can be considered as a person who is the agent (Fischer et al. 1997, p549). The criticism that should be noted here is that the representative of the lawyer for the definition of the representation and the lawyer should be a person.

Therefore, with regard to the spread and speed of electronic contracts, it is widely believed that the e-commerce law has been silent about the electronic representation and automatic contracts and the e-commerce law, only in clause b of article 18 refers to the conclusion of automatic contracts, so it must be expressed and justified in a manner that is as rigorous as the credibility of accepting and concluding electronic contracts made through the intelligent system. The argumentation of representation through the intelligent system is eliminated, because the intelligent system is not representative of the intention of the writer and is an artificial intelligence that replaces the person. Granting an agent is not possible in principle with the intelligent system. Because these systems and software are designed and planned by human will, which is somehow an intermediary tool and with his intention includes the acceptance in it which shows the intention of the person and it leads to creating and concluding the contract automatically. This automatic system is not an agent for the person or party because it doesn’t have any origin, intention, satisfaction and an inner warning which are the criterion of the correction of contracts. Just like the young child who acted as an intermediary to transfer his father’s will, here the intelligent system does the same. Therefore, a person who is merely a means of conveying and communicating the will of a party to a transaction is not an agent in concluding a contract, but a messenger (Katouzian, 2000, Vol.2, p54). Here, this intelligent system only plays the role of a means to transfer the will of the user, or party, and is merely for the sake of ease of transfer of necessity and acceptance, not the legal representative of a person. This electronic intermediate system (like telephone, fax, e-mail, etc.) is programmed between two or more persons. In addition, in Article 656 of the Civil Code, the definition of the advocacy is, "advocacy is a kind of agreement to which one of the parties choose the other one to carry out their duties" which is so difficult to compare advocacy to the electronic representation and justifying it. Although the ancillary sample law is silent in this statement, the domestic laws of the country have not entered the substantive debate, in article 18 of the e-commerce law; clause (b) introduces the smart system as "a scheduled information system device or an auto incumbency of one side if the parties."
In Article 2, clause (b), the originator is the primary source of the message that the message data is generated or sent by or on behalf of him, but does not include the person who acts on the message data as intermediary; Therefore, anyone who produces a request through the message data, whether it is a person or a smart system or computer, can be referred to as a party to the contract because the term is a general in article 2. In the clause "M", the person has been nominated; including the legal and real that the computer system is under his control not the system is the legal representative. Another objection to this is that in the jurisprudential books (Al-Mousawi Al-Khoei, 1998, Vol.3, p 281; Ameli al-Karki, 1993, Vol. 4, p61 & 89; Najafi., 1981, Vol. 22, p 260&345; Bahrani, 1989, Vol. 18, p 373; Al-Jobayi al-Ameli, 1992, Vol. 3, p 154, Helli, 1979, Vol. 2, p 8; Ansari,, 1999, Vol. 3, p 307) as well as in Article 191 of the Civil Code, the formation of each contract refers to the "intention of writing" that is one of the pillars of each contract. Hence, the software designed for the intelligent system is unconscious and receives its recipe with a series of electronic programs from humans. It cannot be regarded as a representative or a lawyer in the intention of exigency and acceptance or writing, and has the rights and duties of a real and legal person, which is completely clear in the definition of representation and civil liability law. While its original designer has designed this software, and there is no third party considered as representative, and all works and responsibilities of the contract will be taken by the original designer and party. This is confirmed in Article 622 of the Civil Code, which states that "the advocacy must give the client the right to do it. The attorney must also have someone who has the right to do so." Therefore, the imagination of intention and will in the intelligent system is impossible, and with some negligence and complexity and difference, it can be considered as an intermediary like other intermediaries (telephone, telegram, e-mail, etc.), and this regard need to be given some thoughts. It should be noted that if someone on behalf of another person is contracted by an intelligent system or any electronic intermediary, that person is deemed legal. And also it is stated in the e-commerce law in Article 18, clause (a) that, if "message data" classified as party, sent by a party or another person who was authorized by the party, then the assigned message data is relative to the party. Therefore, if a person represents and advocates another contractor, both traditional and electronic, then there will be a discussion of representation and advocacy, which has been discussed completely in jurisprudential and law books, which is beyond the scope of the discussion.

5. CONCLUSION

1. In traditional contracts, the use of large volumes of paper will have economic costs for both government and the nation; on the other hand, it leads to cutting down the trees that in practical has some environmental consequences. In electronic contracts, there is no paper document and the other common electronic methods such as e-mail which have replaced the letters and eliminated papers are used. Although in some cases traditional contracts and electronic contracts are identical, there are some fundamental differences between them which should be investigated accurately.

2. One of the most essential features of the electronic contracts is that they must be concluded electronically or in an electronic environment without the mutual physical attendance of the parties.

3. But it seems that in electronic contracts providing the satisfaction of parties to the contract, and without requirement of any formalities, the parties can conclude the contract with the assistance of electronic intermediaries, therefore, if there is a discrepancy between the intention and the consent of one of the parties to the electronic contract.

4. Therefore, it seems that in principle, from the juratory and canonical point of view, the nature of the right of withdrawal is opposed to the religious law and the constitution because the contract is in the consumer's right and one of the conditions and grounds for termination is to exist until the contract is terminated. In chapter four, we will
discuss the juratory and legal nature of this seven-day withdrawal right in details, and refrain from further elaboration here.

5. Electronic contracts can be concluded in a variety of ways, based on the separation of contracts and parties to the contract, which is the process of buying and selling other services in the market environment by electronic intermediaries, such as the Internet. The subject of electronic contracts can be selling goods, the provision of services such as banking, airline, etc., or selling digital products such as books, articles, pictures, films, etc., or providing information such as providing a report or scientific or economic information from an institution or an expert.

6. Since the intelligent system is not the representative of the person in intention and will for concluding the contract and is just an artificial intelligence which takes the place of the party, it seems so the discussion about dealership through the intelligent system is ruled out. This automatic system is not an agent for the person or party because it doesn’t have any origin, intention, satisfaction and an inner warning which are the criterion of the correction of contracts.

7. Some assigned the validity for the intelligent system and believe that the system only performs the person’s duties. And some other people consider the intelligent system as the other tools such as telephone and telegram and so on and just consider it as a tool and means for transferring the parties will.

8. Therefore it should be noted that, there are some problems with the two previous theories, and due to the increasing growth and speed of the electronic contracts, it is widely believed that the e-commerce law has been silent about electronic representation and automatic contracts and the e-commerce law merely referred to the conclusion of the automatic contracts in the clause (b) of Article 18. Hence, the role of agency must be expressed and justified authentically that doesn’t make any defect to the credibility of accepting and concluding electronic contracts made through the intelligent system. The argumentation of representation through the intelligent system is eliminated, because the intelligent system is not representative of the intention of the writer and is an artificial intelligence that replaces the person.

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