

## **Abstract**

The study is composed of three chapters. In the first chapter, we have clarified the ability of the private international law rules to govern electronic commerce contracts, and we have showed the role of contractor's will in determining the applicable law. It is concluded that this will -whether it was explicit or implicit- is considered to be the original measure that must be applied in the beginning. We also determined the measures that can be applied by the judge in the absence of the explicit will and the impossibility of revealing the implicit one. By reviewing these measures, we concluded the hardness of applying the theory of stable measures since it contradicts with the variation of the international contracts, its development, and the variation of its circumstances. In addition, our research revealed the impossibility of applying the measure that leads to the law of contract execution place in the case of undetermined that to be taken place from the beginning, or the case of the multiple execution places. As a result, we gave preponderance to applying the flexible measure that basis on the special performance. We also specified a part of this chapter for the electronic consumer's contracts because of its private nature, and we concluded that it shall be subject to the law of will or the law of consumer's place of residence, which is better for the later.

In the second chapter, we discussed the trend that calls for the subjection of e-contracts to substantive provisions, which is described to be international, spontaneous and denominational. Also, the sources of these provisions are conventions, customs, usages, conduct rules and the standard contracts. And in respect with this matter, we concluded the impossibility of considering these provisions as a law provisions since they need the element of obligation and penalty from one side, and the weakness of such provisions to cover all the sides of the e- contracts from the other side.

The third chapter was meant to explore the comparative law, in particular the directives of the European Union. It dedicated a group of provisions derived from Rome convention for the applicable law on contractual obligations 1980. These provisions ensure the role of the will in determining the contract

law, and in the case of that will is absence, the contract is subject to the law of the most related country as the law if the country of the main position of the provider or the law of consumer's residence to specific conditions for the consumer. And in respect with the American legislator, we concluded that his trend was special; the (UCITA) confirmed on the role of the will in general, and it distinguished between three cases by presenting different solutions accordance to each case. That's why we considered this law to be the best.

Finally, we discussed the Arabic laws trends, by analyzing the Jordanian and Egyptian and Palestinian behavior, and so on. We discovered the weakness and shortage of such laws and draft legislations as they did not determine the applicable law on the e-contracts. And this situation required the reference to the civil law provisions, and we concluded that they adapt the stable measures that basis on the law of the place of formation, and this is a great criticism. As we think that the flexible measure is the best since it is the most suitable for the nature of electronic commerce contracts