

Hear or Not to Hear: A Comparative Analysis of Jurisdiction of the Courts in E-commerce Disputes

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Abstract

The borderless nature of e-commerce brought opportunities and challenges for businesses and consumers. One of the challenges faced by consumers is finding the right court that has jurisdiction to hear and decide disputes in a transaction or any of their online activities. For a court to recognize a legal right, it must establish jurisdiction over the parties and subject matter. The jurisdiction of a court in a dispute is traditionally decided on the presence of the parties in each jurisdiction or agreement to submit to the jurisdiction. The existing procedural law in many countries has restrictions on bringing a foreign party to a local court or enforcing a local judgment on a defendant in a foreign country. Hence, the article was an attempt to investigate the availability of the laws in the UK, Australia, and Malaysia to address the jurisdiction of the court to hear e-commerce disputes involving foreign entities. The research applying a systematic review of literature, legal content analysis, and comparative legal analysis found that there was a gap in the literature to address the issue of jurisdiction of the courts in hearing and deciding against a foreign e-commerce site. It further revealed that the laws in the UK are satisfactory to bring a foreign defendant to the local jurisdiction in cases of consumer issues, however, enforcement of the judgment beyond the UK is subjected to a reciprocal agreement. In Australia and Malaysia, the laws and regulations are very restrictive and need an amendment to allow e-consumers to successfully bring an action against an e-commerce site and enforce the judgment in a foreign country. The research contributed to filling the gap in the literature and provided suggestions to improve the law on the jurisdiction of the local court to hear and decide cases involving foreign e-commerce defendants.

Keywords: *Jurisdiction, E-commerce Disputes, Foreign Defendant, Laws, Regulations, Reciprocal Agreement.*

Introduction

The advancement in technology, the emergence of borderless commerce, and ease of communication help to grow business and contribute tremendously to countries in achieving economic well-being (Schneider, 2017). As part of business activities, government, businesses, and consumers participated greatly in borderless e-commerce and technology services. E-commerce helps to expand business activities and helps consumers to buy products online with worldwide companies with clicks from the comfort of their homes. Through e-commerce, businesses expand activities, acquire new customers, and build new relationships with suppliers to generate efficient business resulting in an increase in profit (Turban et al., 2015). E-commerce flourished in good and bad times as the activities happen in the confines of one's home or private place (Schneider, 2017). When sales and purchases happen online with a company website involving foreign consumers, the business inevitably operates in international business transactions creating an online presence (Chaffey & Ellis-Chadwick, 2012).

Since e-commerce disregards geographical boundaries the communication between parties becomes asynchronous and time differences are immaterial, many companies try to control the risk of being sued in multiple jurisdictions which will affect their profit and reputation (Mahony, 2011). In case of dispute with foreign consumers, the business should anticipate getting sued in a foreign jurisdiction. In a dispute involving foreign parties, the issue of applicable laws and the jurisdiction of a court to hear and decide the case is a challenge for many consumers. It is especially so when they sign the standard form of contracts provided by the business before they enter into e-commerce (Adams and Albakjaji, 2016). While business becomes unbounded by time, geography, and culture, consumers become vulnerable to cybercrime, contract breach, fraud, privacy violation, and bias (Feltus, 2019). In the case of any violation of consumer

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rights or grievances, which court will have jurisdiction to hear and decide a case is important for them as they have limited funds and resources to file a case in a foreign jurisdiction.

For a court to recognize a legal right, it must first establish jurisdiction to hear the matter (Ferrera, et.al, 2004). The jurisdiction of a court in a dispute is traditionally decided on the presence of the parties in each jurisdiction or agreement to submit to the jurisdiction. A court action is commenced through an originating process and service of the documents to the defendant. At this juncture, the question will be apparent whether a foreign defendant could be served with the originating court process documents and become a party in the lawsuit. When service of writ is sought outside the jurisdiction, such service is allowed depending on the type of claim and the question of convenience and justice. In the case of a corporation, a foreign corporation may be a party in the lawsuit if the company was present in the country even if it was incorporated outside the country. The physical presence of a company should not be mandatory. In Australia, for instance, the jurisdiction is conferred on the Federal Court over the conduct outside Australia by corporate bodies incorporated or carrying on business within Australia, in any matter arising under parts IV and V of the Trade Practices Act 1974. The question to be considered is whether a foreign online vendor who sells to an Australian consumer is "carrying on business within Australia."

Similar to bringing a case involving a foreign to a local court, enforcing a local court's decision on a foreign defendant outside the country will also be challenging. A court judgment could be enforceable in other countries if the country where the e-consumer seeks to enforce falls under the law reciprocal agreement. In the absence of reciprocal agreement, enforcement of judgment could be very challenging.

This article aimed to address the jurisdictional issue caused by e-commerce that created uncertainty about the applicability of the traditional laws and rules in solving disputes in a country where a consumer is based. The article will investigate the laws of the UK, Australia, and Malaysia to assess the applicability of the laws to bring a case involving a foreign entity as a result of e-commerce disputes and to enforce the local judgment to a foreign country. Based on the analysis appropriate recommendations would be provided to consider amendments to the laws so that e-consumers could be protected better.

Methodology

The research used systematic literature review, legal content analysis, and comparative legal analysis to achieve the research aim. The systematic literature review helped to understand the previous work and the gap identified by the researchers so that this research could be developed to fill the gap (Ibrahim, Yu, Hassan, Ajide, Tanveer, and Khan, 2022). The search in the Scopus database produced only 25 related publications on the jurisdiction of foreigners in e-commerce disputes. However, no research has been conducted to compare a few jurisdictions. The search used "Jurisdiction" "foreigners" "e-commerce" "disputes" "enforcement" and "judgement". As the search showed a lack of literature, the researcher proceeded to conduct a legal content analysis.

The legal content analysis investigated the UK the Civil Jurisdiction and Judgments Act 1982 and Civil Jurisdiction and Judgments Order 2001, the Australian State and Territory Supreme Courts and the Rules of Federal and High in Australia, and the Foreign Judgments Act 1991 (Cth), the Malaysian Court of Judicature Act 1964 or the Third Schedule of the Subordinate Courts Act 1948, the Rules of High Court 1980, and the Reciprocal Enforcement of Judgments Act 1958. The evaluation helped to see the possibility of bringing a civil lawsuit and enforcing a judgment against a foreigner in his country of residence. The research selected 2 develop and a developing country to assess and see how these countries address the issue of jurisdiction in e-commerce disputes involving foreign parties (Hutchinson and Duncan, 2012).

The comparative legal analysis of various countries' laws and regulations allowed us to assess the laws and regulations. This helped to see the different legal principles and approaches taken by different countries. If the assessment reveals if a particular country's law provides better protection for consumers, it will be considered as a guide or standard in proposing similar laws and amendments to the existing laws in other countries provided local circumstances will be suitable for change in the laws and regulation. These changes will ensure legal activism in protecting consumers and leading a country in economic well-being.

Literature Review

E-commerce with its timeless, spaceless, and borderless nature brought various opportunities and challenges to businesses and consumers. Regarding opportunities, the literature discusses the benefits of controlling cost, expediting business processes, acquiring a new consumer base, sharing information with the business networks, and effective logistic management. Businesses face challenges like competition, security, and privacy challenges and maintain trust among the consumers and business networks. In the context of challenges faced by consumers, some face difficulties as to non-performance of contractual obligation, breach of privacy, and dispute settlement (Matusitz, 2014). The literature on e-commerce and law looks at the development of various spheres of law. They address issues related to consumer contracts, privacy violations, security breaches, dispute resolution, jurisdiction, and enforcement of judgment locally and internationally (Channak, 2023, Joint et al., 2009).

Joint et al (2009) argued that the use, process, and sale of consumer data and treating those data as proprietary information violates consumer rights. These activities could affect the trust and loyalty of the consumers. To ensure security on transactions, the deployment of proper security is considered crucial. Implementing organizational and technical measures to have a secure transaction could be costly, nonetheless it is necessary. Technical measures require the employment of current and robust systems that monitor and detect any possible intrusion into the system. The organizational measure requires the introduction of authorization, authentication, and verification measures to limit access and abuses. This will help to build credibility where hackers and intruders could be kept away to prevent leaks of consumer confidential information. When the cloud is used in completing or storing consumer data in different jurisdictions, any breach of the data in the cloud will create uncertainty as to the liability of parties and the way to bring the case to the right court (Abakjaji et al., 2020)

Literature on jurisdiction looks at the laws in US and EU to suggest possible amendments to laws and procedures (Wang, 2010; Healy, 2009). In the US, subjecting foreign defendants to US courts involved in assessing the applicability of the "long-arm" statute to the disputed party and violation of due process under the Fourteenth Amendment (Chik, 2002). The test of "minimum contact" developed in *International Shoe* 326 U.S. 310, 316 (1945) has been extended to cover foreign defendants in e-commerce transactions. The court *Zippo Mfg. Co. v. Zippo Dot Com, Inc.* 952 F. Supp. 1119, W.D. Pa. (1997) introduced a sliding scale or Zippo test to decide jurisdiction on a foreign defendant. Accordingly, when the website is passive and only information is accessible, the defendant will not be subjected to US jurisdiction. If the website constitutes an integral part of the business where consumers could interact, they could exercise jurisdiction (Ahn, 2015). The jurisdiction may be exercised depending on the quality of commercial activities a business carries out using the Internet. The focus seems to be on the way the online business is conducted rather than the how the users use it (Rice and Gladstone, 2003).

Besides the Zippo test, the court applied the traditional "effect test" as per *Calder v. Jones* 465 U.S. 783, 789–90 (1984). The court looked at the effect of the intended activities of the company. In this case, the Supreme Court held that the defendant intended to affect the plaintiff. However, applying the effect test may be challenging to businesses, though it could be used in defining jurisdiction on personal injury or loss cases (Wang, 2010). The limitation on the application of the effect test was highlighted in the case of *Cybersell, Inc v. Cybersell* 130 F. 3d 414, 420 (1997) The appellate court stated that unlike individuals, harm caused to the businesses does not depend on the geographical location. Another test used by the US courts is the "targeting test" where the plaintiff should prove that the defendant targeted the plaintiff's jurisdiction for business purposes (Boone, 2006).

Before 1972, the US courts were not in favor of enforcing forum selection clauses. This position changed with *MIS Bremen v. Zapata Off-Shore* (407 U.S. at 10 (1972) (Noles, 1981,) where the Supreme Court held that the forum selection clause should be valid and enforceable unless it is shown that it is unreasonable to enforce it. It will be considered unreasonable if it is shown that that contract was the result of fraud, undue influence, or unequal bargaining power of the defendant. The stand of the court in the business-to-business forum selection clause was tested in consumer contracts in the case of *Carnival Cruise Lines, Inc. v. Shute* 499

U.S. 585, 111 S. Ct. 1522 (1991). In this case, the Washington residents through travel agents bought cruise tickets from a company that was registered in Florida. The company later issued the tickets with the terms and conditions that include Florida as the forum. The Court of Appeals for the Ninth Circuit decided that the terms were unreasonable as the consumers had no opportunity to bargain (*Shute v. Carnival Cruise Lines, Inc.*, 897 F.2d 377, 387, 389 (9th Cir. 1990)). However, the Supreme Court overturned the decision considering the cost saving that the standard form of contract brings to the consumers potential cost savings for customers as it allows the companies to control legal risks.

The jurisdictional issue of foreign e-commerce vendors was discussed in the case of *Tradecomet.Com LLC v. Google Inc.* 693 F. Supp. 2d 370 at 377 (2010). To apply the reasonableness test, it should be shown that a standard form of contract that includes a forum clause should be reasonably communicated to the consumers. The court could refuse to enforce the forum clause if it is shown that the consumers were not aware of the forum clause before concluding the contract (*Jerez v. JD Closeouts LLC*, 36 Misc. 3d 161, 943 N.Y.S.2d 392, 2012). The forum selection clause in *Song fi, Inc., et al. v. Google Inc. and YouTube, LLC* (72 F.Supp.3d 53,61 62 (2014) the Californian was enforced as consumers users were specifically asked to agree to the form selection as part of standard terms (Werbin, 2016). The US court's approach to applying various tests and the EU requirement of “directing activities” for bringing foreign nationals to local jurisdictions show similar requirements in terms of consumer litigations. However, there is a difference in approaches and requirements to business-to-business litigation in EU countries (Wang, 2010; Healy, 2009). The literature review showed that literature available on jurisdiction in e-commerce in the US and there is a dearth of literature elsewhere though there is literature on general legal issues on e-commerce. As such the article will contribute to the knowledge in this area.

Analysis of Laws on Jurisdiction in Selected Countries

The laws in many countries apply geographical boundaries in hearing and deciding cases. The courts will not hear cases if there is no connection between the cause of action or parties to their jurisdiction. The traditional laws on jurisdiction were challenged by the online activities and business transactions. The main issue was whether the contact with the residents or consumers was deliberate though it turned out to be isolated or occasional. Some countries have amended their laws to ensure that the court has jurisdiction over defendants with minimum contract if they anticipated or submitted to such jurisdiction or if they have business dealing with the consumers in the country. However, in many countries law on jurisdiction is stagnant involving parties beyond a national border, as such deciding the jurisdictional appropriateness of the court is challenging. If an e-consumer decides to file a case against a foreign party, then he should ensure that the constitutional requirement of due process or fairness could be followed. The circumstances that lead to the exercise of jurisdiction are acceptable and are in accordance with the principle of fairness and substantial justice. In this context, if an interactive website is created for business purposes and the defendant obtains substantial income from consumer sales, then it is considered reasonable to subject the person or company to the local jurisdiction of the consumers. As such presence of the defendant will not be necessary to make him subject to local court.

The need to address the jurisdiction of the court beyond national borders has been reiterated by the court in *Hanson v. Denkla* (1958) 377 US 235. Accordingly, the progress in technology that resulted in an increase in commerce should be addressed in the changes to the jurisdiction of the court. In the UK, the jurisdiction is addressed in the Civil Jurisdiction and Judgments Act 1982 and Civil Jurisdiction and Judgments Order 2001 which requires proof of “habitual residence” (Chatterjee, 2002). However, when a consumer files a case, the court does not apply this principle rather it allows the consumer to sue either in his country or the country where the business is incorporated. The main purpose of this departure of rule in the case of consumer contracts is said to encourage the participation of consumers in e-commerce (Epoq Legal, 2025).

However, to apply this rule it should be shown that the business could be reached in the consumer's country, and the conclusion of the contract was in his domicile. The Order 2001 removed the requirement that the consumer take necessary steps to conclude the contract in his country. The current law allows the consumer to bring action against any online business if they can show that the businesses were aware that they were dealing with the consumers. With the removal, the consumers will be able to sue in his country even if they

bought the goods or services in another country. However, neither the Act nor the Order will apply to the consumer contract if the trader does not know that the other party is a consumer.

Additionally, if the trader is not from the UK, then common law could be applied too. Under the common law, the court will only hear when the defendant is physically present or it is possible to be served physically with a writ. The common law could facilitate filing a case against a foreign national or business provided that the writ could be physically served to the defendant (Forder and Quirk, 2001). It is not clear if an e-commerce site could be amounted to a physical presence in the UK. However, it seems that the court could treat such an interactive site to meet the requirement of physical presence to warrant the local courts' jurisdiction (Chissick and Kelman, 2000).

Though Order 2001 provides better protection and allows the consumers to sue in the home country without proving that they concluded the contract in the consumer country, it does not define what could be considered an interactive websites, if digitalized products and services are considered as good and services. It also failed to elaborate on special invitations or advertising. However, if there is a misrepresentation or fraud from the customers the use of an item or his country, the protection will not be available. Despite the few pitfalls, the UK statutes try to give better protection to e-commerce consumers. However, there is a need for reciprocal agreement to enforce the judgment in other countries.

In the matter of enforcement of judgments, the problem would be when the enforcement is to be affected beyond countries where no reciprocal agreement exists. On the other hand, the consumer can only be sued in his domicile whereas the businesses can sue in his jurisdiction. The UK prohibits forum selection in a standard contract if it involves consumer contracts. However, it does not prohibit such forum selection by consumers. There is a limitation as to the application of Act 1982 to the supply of services.

In Australia, no specific statute has been passed nor is any amendment done to the existing law on jurisdiction. The court tries to apply the existing law to address online issues. The Australian Law on jurisdiction is stated in the State and Territory Supreme Courts and the Rules of Federal and High in Australia address the issue of service of writ who lives overseas. The jurisdiction on foreign defendants will be available if it could be established that there is a nexus between the defendant and the court that is to say a defendant is subjected to local court jurisdiction if he is present in the country, or he consented to the jurisdiction of the Australian courts (Mallestons, 1999). Like the UK common law position, in Australia, personal action can be initiated with the service of writ. When service of a writ is sought outside the jurisdiction it is only allowed depending on the type of claim, convenience, and justice. The courts retain the discretion to decline to hear a case if it is shown that the forum is inappropriate (*Vita Food Products Inc. v, Unus Shipping Co.* [1939] AC 277).

As for corporations, under the common law of Australia, a foreign corporation could be brought to a local forum if there is a presence. However, physical presence is not mandatory. Whether a foreign advertisement comes under the purview of the Australian court's jurisdiction is not clear, but it may be considered as "carrying on business" within Australia. The Australian courts enforce the jurisdictional clauses if they are clear, express, and legal and the court gives good recognition to freedom of contract. The court generally will refuse to hear a case if it is not satisfied that it has jurisdiction over the defendant. Enforcement of a judgment within various states of Australia is made easy whereas, enforcement outside the jurisdiction is considered problematic. The Australian Foreign Judgments Act 1991 allows foreign judgment from countries where the Australian government has a reciprocal agreement. Currently, only a few countries come under this arrangement. And therefore, a judgment in favor of a consumer against an e-trader may not be enforceable if he is from a non-reciprocal state.

In Malaysia, the Court of Judicature Act 1964 or the Third Schedule of the Subordinate Courts Act 1948 regulates jurisdiction. However, the Rules of High Court 1980 may allow an action against a non-resident defendant if the cause of action comes within Rule 1(1)(c). It permits the local courts to have jurisdiction on a foreign defendant only if he is a "domicile or ordinary resident or carrying on a business in the jurisdiction". The legal status of a commercial website was not stated in any of the local legislation and court decisions. An online business that reaches Malaysian consumers in Malaysia may be subjected to the

local court's jurisdiction if sufficient connection could be established (Thakker, 2003). A sufficient connection implies not a single contact but a continuous series of actions or transactions. The difficulties the consumers will face is that it may be difficult to serve with the written or court initiation documents to an overseas defendant and prove that a single transaction is a sufficient connection to show nexus with the local courts.

Few countries' superior courts' judgments will be enforceable in Malaysia and those countries will enforce Malaysian Court's judgments. As the Reciprocal Enforcement of Judgments Act 1958 only recognizes 4 countries' judgment, having a more reciprocal arrangements with many countries and extending the Reciprocal Enforcement of Judgments Act 1958 will help the consumers to remedy their redress. The Act also needs to be modified to include arbitrational awards. When it is amended, it will pave the way for the recognition of arbitration awards in all the countries that recognize the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards Act 1985.

On the issue of the selection of jurisdiction clause, currently, such a selection is allowed as general commercial practice. Prohibition or restriction on jurisdiction clause between the companies and consumers may be necessary as the parties in the consumer transactions are not equal and the consumers are considered as weaker parties. When countries are trying to improve consumer consumption to stimulate the economy, having clear laws and regulations on jurisdictional issues seems inevitable. As the US courts and EU regulators had the great opportunity to address the jurisdiction of the courts in the Internet era, reference to those cases and laws will be helpful. The US law on jurisdiction shares more common principles with other common law jurisdictions including Malaysia except for the requirement of due process. However, this exception is not a limiting factor in following the US case law. Most of the common law countries instead of due process require that every defendant should be given an opportunity for a fair trial. Therefore, it is possible to obtain much guidance from cases decided in the US. Besides, UK laws on jurisdiction will also give some guidance as to what amendments, additions, and omissions are necessary to Malaysian laws. Nonetheless, by applying the common law, the court could hear a case if the defendant is available in the country, or he could be served with the writ.

The analysis of the UK statutes shows that the government has taken necessary steps to regulate e-commerce and thereby provides good protection to e-consumers. The passing of new legislation and the amendment to the existing legislation is evident in this initiative. However, the e-consumers may still face some sort of uncertainty in terms of filing a case or enforcing a judgment against the e-traders if they are neither from the countries that have reciprocal arrangements. The analysis of Australian laws, on the other hand, shows that the legislature provides few but necessary legislation only. The legislation so far clarifies some fundamental questions of e-commerce and consumer protection. Due to this, it is said that a minimalist approach is taken in case of providing protection for e-consumer.

Besides difficulties in finding a proper forum to litigate, there will possibly be problems in the enforcement of judgment out of Malaysia, the UK, and Australia. Few countries come within the reciprocal arrangement and the Act recognises only the judgment of the superior court. As such a consumer will not get her claim enforced if the Act does not cover the country where enforcement should be done, or the order was not from a superior court. There will be no possible enforcement if the award is the result of arbitration. The laws in Australia and Malaysia are yet to see major changes in cyber jurisdiction. In the absence of clear legislation, it may be difficult for consumers to expect a favourable decision from the courts to protect their interests. The UK laws that address jurisdiction in consumer contracts will be a good guide to drafting a good law to address consumer grievances in terms of cyber jurisdiction. While waiting for legislative response, let us hope that our court may be proactive and sensitive to the protection of e-consumers and make consumer-oriented decisions.

Conclusion and Recommendation

On the issue of jurisdiction on e-commerce disputes, many countries lack appropriate laws to bring foreign businesses or individuals to local jurisdiction. The law in this regard needs to be amended to allow the

consumers to file a case from their place of residence if they have been victimised by e-commerce merchants. In this respect, the law on the Civil and Judgments Act 1982 and Civil Jurisdiction and Judgments Order 2001 of the UK will be a guide. Besides the UK law, the US court's decision on the cyber jurisdiction could be taken as a guide in deciding local e-consumer-related cases. The US courts consider in deciding jurisdiction assessed to see if there is continuous or systematic contact with the consumers to assert jurisdiction. Applying the decision in *Weber v. Jolly Hotels* 977 F.Supp_327 (D.N.J. 1997) p. 333, to assert jurisdiction it is necessary to show that that the businesses solicit or businesses or direct their offer to the customers in the foreign jurisdiction. The Reciprocal Enforcement laws should be modified to include more countries so that in the event of judgment by a local court, enforcement beyond local boundaries would be possible.

Standardizing the laws on the jurisdiction of the court will help create certainty that will benefit consumers and businesses Consumers (Rahman et al., 2022;). Standardization through conventions or treaties could be time-consuming, however, the countries could look at the need and developments in the area and should amend their laws to address the uncertainty as there are no international standard laws in this area. For example, the OECD guideline on e-commerce merely provides some recommendations to establish fairness to consumers whereas the UNCITRAL Model Law on Electronic Commerce of 1996 has no provisions for consumer protection. The Hague Choice of Court Agreement Convention of 2005 does not cover consumers and the Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters of 2019 coverage is very limited.

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References

- Adams, J., & Albakjaji, M. (2016). Cyberspace: A Vouch for Alternative Legal Mechanisms. *International Journal of Business and Cyber Security*, 1(1), 1–10.
- Ahn, A. S. Y. (2015). Clarifying the Standards for Personal Jurisdiction in Light of Growing Transactions on the Internet: The Zippo Test and Pleading of Personal Jurisdiction. *Minnesota Law Review*, 99(6), 2325–2361.
- Albakjaji, M., Adams, J., Almahmoud, H., & Al Shishany, A. S. (2020). The Legal Dilemma in Governing the Privacy Right of E-Commerce Users: Evidence From the USA Context. *International Journal of Service Science, Management, Engineering, and Technology*, 11(4), 166–187. doi:10.4018/IJSSMET.2020100110
- Joint, A., Baker, E. ans Eccles, E. (2009). Hey, You, Get Off of That Cloud? 25 (3) *Computer Law & Security Review* 270, doi: 10.1016/j.clsr.2009.03.001.
- Boone, B. D. (2006). Bullseye: Why Targeting Approach to Personal Jurisdiction in the E-Commerce Context Makes Sense Internationally. *Emory International Law Review*, 20(1), 241–290.
- Chaffey, D., & Ellis-Chadwick, F. (2012). *Digital marketing: Strategy, implementation, and practice*. Pearson
- Chatterjee, C. (2002). *E-Commerce Law for Business Managers*. London: Financial World Publishing.
- Channak, M.Z., Alkhateeb, A., Saleh, E., Aldeeb, H., Alsharif, S. (2023). Business Ethics in E-Commerce – Legal Challenges and Opportunities. *Access to Justice in Eastern Europe*, 1-16. <https://doi.org/10.33327/AJEE-18-6S007>
- Chissick, M. and Kelman, A. (2000). *Electronic Commerce: Law and Practice*, 2nd Edition, UK: Sweet & Maxwell
- Epoq Legal. (2025). Choice of Jurisdiction Claus. Available at: <https://www.mylawyer.co.uk/jurisdiction-when-trading-internationally-a-A76062D32729/>
- Feltus, C. (2019). Deriving Information System Security and Privacy From Value Cocreation Theory: Case Study in the Financial Sector. *International Journal of Service Science, Management, Engineering, and Technology*, 10(4), 1–25. doi:10.4018/IJSSMET.2019100101
- Ferrera, et.al. (2004). *Cyberlaw: Text and Cases*. (2nd Ed.) US: Thomson.
- Forder, J. and Quirk, P. (2001). *Electronic Commerce and the Law*. Sydney: Wiley
- Healy, J. J. (2009). Consumer Protection Choice of Law: European Lessons for the United States. *Duke Journal Of Comparative & International Law.*, 19(3), 535–558.
- Hutchinson, T. and Duncan, N. (2012). Defining and Describing What We Do: Doctrinal Legal Research. *Deakin Law Review*. 17. 83-119. 10.21153/dlr2012vol17no1art70.
- Ibrahim RL, Yu Z, Hassan S, Ajide KB, Tanveer M and Khan AR (2022) TradeFacilitation and Agriculture Sector Performance in Sub-Saharan Africa: Insightful Policy Implications for Economic Sustainability.Front. Environ. Sci. 10:962838.

- Jonathan Matusitz, 'Intercultural Perspectives on Cyberspace: An Updated Examination' (2014) 24 (7) *Journal of Human Behaviour in the Social Environment* 713, doi: 10.1080/10911359.2013.849223
Kent College of Law. Available: <http://www.kentlaw.edu/cyberlaw/docs/foreign/Austrail-Swinson.html>.
- Mahony, H. (2011). EU gets to grips with cloud computing. *EU Observer*. Retrieved from: <https://euobserver.com/news/32048>
- Mallestons, S.J. (1999, November 30). Transactional Jurisdiction in Cyberspace Project. Internet Jurisdiction. Chicago-Kent College of Law. Available: <http://www.kentlaw.edu/cyberlaw/docs/foreign/Austrail-Swinson.html>.
- Mohamad Albakjaji et al, 'The Legal Dilemma in Governing the Privacy Right of E-Commerce Users: Evidence from the USA Context' (2020) 11 (4) *International Journal of Service Science, Management, Engineering, and Technology* 166, doi: 10.4018/IJSSMET.2020100110.
- Noles, C. (1981). Enforcement Of Forum Selection Agreements In Contracts Between Unequal Parties. *Ga. J. Int'l & Comp. L.*, 11(3), 693–707.
- Rahman, A., Ahmed, T., Daiyan, A. I., & Al Mamun, A. (2022). Impact of Intermediary and Seller Trust on Consumer Repurchase and E-WOM Intentions: Demographics Moderating Trust Transference. *Journal of Electronic Commerce in Organizations*, 20(1), 1–19. doi:10.4018/JECO.292471
- Rice, T.D. and Gladstone, J (2003). An Assessment of the Effects Test in Determining Personal Jurisdiction in Cyberspace. *The Business Lawyer* Vol. 58, No. 2, 601-654.
- Schneider, G. (2017). *Electronic Commerce*. Cengage Learning.
- Thakker, C.K. (2003). *Civil Procedure*. Lucknow: Eastern Book Company.
- Wang, F. F. (2010). Internet Jurisdiction And Choice Of Law: Legal Practices. In *The EU, Us And China*. Cambridge University Press.
- Werbin, B. (2016). Ensuring Enforceability of Online E-commerce Agreements. *NYSBA Inside*, 34(1), 45–52.