

Enhancing the Electronic Consumer's Right to Information

Chouar Azzeddine¹, Bensalem Younes²

Abstract

This paper emphasizes the importance of enhancing consumer awareness of digital media rights in light of the rapid expansion of e-commerce and the growing dependence on online purchasing. It examines the pivotal role of media in informing consumers about their digital rights, including access to accurate and transparent information on goods and services, protection from misleading advertising, and the right to remedies such as refunds and replacements. By reinforcing the media's educational function, the study highlights its contribution to fostering an informed consumer culture that supports rational purchasing behavior and promotes ethical standards among businesses. Ultimately, access to reliable information is presented as a key mechanism for protecting consumer rights in digital environments and as a fundamental element in strengthening trust between consumers and online markets.

Keywords: E-Consumer; Media; E-Commerce, Misleading Advertisement, Consumer Protection.

Received: 13.09.2025,

Accepted: 04.12.2025

Introduction

Protecting the electronic consumer's right to information constitutes a cornerstone for achieving a safe and fair purchasing experience within the contemporary digital marketplace. With the continuous expansion of e-commerce, it has become imperative for consumers to receive accurate, complete, and transparent information regarding the goods and services offered online. This right imposes a legal and ethical obligation on all relevant stakeholders to disclose essential details, including prices, contractual terms, guarantees, return and refund policies, product specifications, and the country of origin, in a clear and easily understandable manner. Such transparency enables consumers to make informed decisions prior to concluding any transaction.

This study examines the fundamental nature of the right to information by addressing its conceptual foundations, historical development, contextual dimensions, and core objectives, while also outlining the methodological framework adopted. The main research question, formulated in an interrogative manner, serves as a guiding axis for the analysis.

Moreover, the scope of the right to information encompasses the obligation to inform consumers of any potential risks linked to the use of digital products or services, particularly those related to personal data protection and privacy. This information must be conveyed with clarity and honesty, without ambiguity or misleading content, and must exclude deceptive advertising practices or persuasive language capable of unduly influencing consumer choices.

Besides, there should be effective communication channels that allow consumers to inquire and obtain additional information about products or services, whether via live chat, email, or telephone numbers intended for support.

The operationalization of this right is an integral part of a broader consumer protection framework, which includes enhancing confidence in electronic markets and enabling consumers to make informed decisions based on a full and comprehensive understanding of the products and services offered. Extending information to include continuous updating of information and ensuring its availability in multiple

¹ Doctor , Faculty of Law University of Sfax Tunisia ; Email : azzeddinechouar12@gmail.com

² Doctor , University of Medea , Algeria. Email : younes.bensalem90@gmail.com

languages greatly contributes to greater transparency in electronic transactions and enhances the fairness and effectiveness of the digital market.

The principle in the general rules of commercial transactions is that the buyer is sufficiently aware of the sale, which is denied by all ignorance. Civil Code", as recognized in article 352 of the Algerian Civil Code, such a flag becomes sufficient only if the contract includes the sales statement and its basic descriptions. That is why the legislator imposed obligations on traders that would protect consumer rights on the one hand and ensure the integrity and transparency of business practices on the other.

The economic dealer must inform its customers whether they are consumers or merchants before contracting all matters relating to the subject matter of the commodity or service, whether they relate to price information, terms of sale or after-sales services in order to avoid any confusion that would affect his contractual conduct.

The Concept of Information

Contemporary economic and technological transformations have significantly reshaped consumer behavior, often influencing the consumer's freedom of choice through the information received prior to concluding an electronic contract. The nature, accuracy, and presentation of information relating to the type of goods or services offered and their prices can directly affect the consumer's decision-making process, sometimes weakening genuine consent at the pre-contractual stage.

In parallel, information plays a pivotal role in the growth and expansion of e-commerce enterprises by enabling businesses to reach wider online audiences. Through digital channels such as social media platforms, paid online advertising, and email marketing, companies can effectively promote their brands and offerings. Digital information tools further allow businesses to target specific consumer segments with precision, thereby increasing advertising efficiency, reducing traditional marketing costs, and facilitating instant communication with customers, which enhances customer satisfaction and fosters long-term commercial relationships.

Moreover, information within the e-commerce environment serves as a fundamental mechanism for consumer protection by ensuring transparency and the availability of accurate product and service details. Through digital media, consumers can access product descriptions, customer reviews, and evaluations that support informed purchasing decisions. Additionally, e-commerce platforms enable businesses to clearly communicate warranty and refund policies, as well as provide guidance on preventing electronic fraud, thereby reinforcing trust and security in digital transactions.

Media enhances consumers' awareness of their rights and encourages companies to adhere to standards of quality and integrity, contributing to building mutual trust between sellers and buyers and ensuring a safe and reliable shopping experience.

E-commerce media is an urgent need to protect consumers, given the increasing reliance on online purchasing that may expose them to multiple risks such as counterfeit products or fraud. Public information plays a key role in enhancing the transparency of business processes by providing clear and comprehensive information on products, including their detailed description, prices, images, and shipping and return policies.

Digital media also gives consumers access to other users' assessments and opinions, enabling them to learn about other people's experiences and avoid the same problems. This type of content enhances the ability to make purchasing decisions based on reliable information.

In addition, companies use media to raise awareness of data protection and privacy policies, reassuring consumers that their personal and financial information is preserved and secure. Digital media can also include guidance on how to avoid wire fraud and identify safe and reliable sites.

If problems arise, such as delayed shipping or defective products, the media can provide instant channels of communication with customer service, facilitating the process of resolving disputes quickly and efficiently. All these factors contribute to the creation of a secure and transparent online shopping environment, enhancing consumer confidence and driving the growth of e-commerce sustainably.

Content of Information

Information content in e-commerce is one of the key pillars to ensure the transparency and effectiveness of digital transactions and is central to consumer protection and guidance for informed purchasing decisions, in view of the widespread dissemination of electronic platforms, the provision of accurate and comprehensive information to the consumer becomes indispensable. Not only to protect it from fraud and misinformation, but also to enhance its confidence in the digital environment, the content of the information must include everything related to the product or service offered cost, such as technical details, country of origin, and price including any additional costs.

Also, it is necessary to include in the terms and conditions governing the sale process, such as payment policies, delivery, recovery, and replacement, and they must be written in simple and clear language. With growing concern about digital privacy, media content should include clear information on how to protect personal consumer data, and clarify policies on data collection, use and protection.

E-commerce Information aims to enlighten consumer satisfaction before contracting As trust involves knowledge, most national and international laws and European Union standards have imposed upon the professional seller to provide some data and information to the consumer s product descriptions and service features prior to the conclusion of the contract, The nature of the Internet alone can explain the rationale for this obligation, which raises many legal questions.

It serves as a mechanism to mitigate the risks associated with advertising by ensuring the provision of accurate information about goods and services. This principle is addressed in Algerian legislation under Chapter V of Act No. 03-19 on Consumer Protection and Fraud Suppression, specifically under the heading "Obligation to Inform the Consumer" in Articles 17 and 18. Additionally, Executive Decree No. 13-378 reinforces this obligation through Article 4, which mandates that consumers be informed using various methods, such as labeling, marking, advertising, or any other suitable means.

The decree stipulates that all essential characteristics of a product must be disclosed to the consumer in compliance with its provisions, ensuring transparency and enabling informed decision-making.

Pursuant to Act No. 91-05, which provides for the universal use of Arabic, these references, signs and prices must be in Arabic with the possibility of adding another language as an additional matter. Arabic is the national language that the general consumer can assess. This is also approved by the legislature in Executive Decree No. 09-65, which sets out the special qualifications for information about prices. This is provided for in article 07 of Executive Decree No. 09-65.

We also find that the legislator has dealt with the subject of products offered through social media technologies. "Remotely", through the content of article 05 of the Executive Decree -13.378 Which has approved the application of rules for products for sale in the field of communication techniques which is the presentation of all compulsory data provided by the Decree on the Determination of Conditions and Qualifications for Consumer Information with the exception of information on the duration of the product's terms of reference before completion of the purchase, which appears on the tele-sales pillar where it has been necessary to send them in any appropriate and clear manner by the interventionist concerned.

It also required the submission of all compulsory data to the product at the time of delivery, but in the third paragraph of the same article, the legislator found that it had not imposed the application of the first paragraph's provisions on the presentation of compulsory data on foodstuffs proposed for sale by automated distributors or automated shops.

The legal doctrine was defined by the jurist "Joglar", whose content was as follows: "The violation of the principle of the obligation to inform is a defect of satisfaction. Consumer information must be in the pre-contracting stage so that the consumer can know all the data and information about the object of the obligation. Prior to contracting, information shall be called advertising, and be either by visual means such as television or audio, such as radio, as can be written in Algeria and the aim of all this in order to enlighten consumer satisfaction with the idea of the product so that it can choose the thing that suits its own needs".

It also defined it as: "A prior obligation to a contractor to provide the other contractor at the time of the formation of the contract with the data necessary to gain the contractor's consent, so that the contractor is aware of all the details relating to this contract".

The obligation to inform is to define or provide the product to the consumer how to use the commodity in the form it maximizes - the objectives it seeks from acquiring it, or to give the consumer all that makes him aware of the defects of the selling thing and the perception of its characteristics, as well as to highlight the precautions the consumer must take when acquiring or using the product.

As defined by a part of French jurisprudence:

By the duty of information, the contracting party informs the other party regarding the anticipated transaction, shedding light on the advantages, risks, and potential consequences of certain measures, and providing relevant details and warnings so that the other party's choice is made with full awareness. However, this duty stops at merely informing; the contracting party is not required, in principle, to advocate for one solution over another.

The content of the duty to inform is shaped by factors that must be considered when the supplier fulfills their obligation to inform the electronic consumer. This includes determining how the supplier should perform this duty by providing all necessary information and data to the consumer, aiding in the enlightenment of their decision. Since the consumer cannot physically inspect the products and lacks knowledge of the entity they are dealing with, the duty of information falls on the supplier.

The content of the obligation to inform varies according to the nature of the contract concluded and the contractors themselves, and their availability of information. Legal legislation differs in its determination of what information the producer (professional) is obliged to provide to the consumer. Some legislation has expanded the scope of this information to include the necessary information and detailed information, while others are limited to the necessary information only.

Decision of the French Court of Cassation of 1982/12/14 "The product is obliged to provide all data necessary for the use of the commodity and in particular to notify the consumer of all precautions when the commodity is hazardous" Initially, the information to be provided by the product depended only on the necessary information, but in an effort to protect the consumer, the French legislator expanded the content of the obligation to inform of its promulgation of a set of consumer protection laws, including Law No. 960-90, under which the product was required. (seller) to provide to the consumer (buyer) the basic information and descriptions of the object sold prior to the conclusion of the contract and to indicate the terms of use of the object and the duration within which it is usable.

The consumer often concludes the contract quickly and with no insight depending on the trust and confidence he placed in the product. as a product expert with full knowledge of its invisibility, as well as electronic consumer pregnancy due to the complexity of these products in installation and difficulty in use as a result of technological development The lack of knowledge here is not only limited to the electronic consumer but extends to people who may be professionals who are not as experienced as producers of this commodity. Among the statements to be made by the product are:

a) *Identification of the seller's personality (product):*

The problem of the personality of the e-merchant is one of the most important problems of concern to the consumer and limits its acceptance of the conclusion of electronic consumption contracts. The identity or name of the online product is one of the most important information that the latter should inform the electronic consumer. Article 1/19 of the Act on the Promotion of Confidence in the French Digital Economy stipulates: "If the professional is a natural person, the consumer must see his/her name and surname if he/she is a moral person, he/she must state that the business address is his/her own, identifying the character of the product. (Professional) leads the consumer to be assured and this may be considered in remote contracting, there are trademarks of people and companies with a local and international reputation that make the consumer confident in dealing with them and in the content of the transactions on their site, so the name of the product must be mentioned (Professional) in detail and accurately specifying the social location, telephone number, e-mail, etc.

If the (professional) product is subject to the procedure of registration in the commercial registry, the company registry or the list of occupations, the company's capital and the address of the company's position must be stated and the purpose of this statement is for the professional contractor to return to his number in the register so that he can inquire about the fact of his identity and ascertain it.

b) *Statement of essential features of the commodity or service and general conditions of sale:*

The seller is required to provide an accurate and comprehensive description of the product or service so as to enable the electronic consumer to acquire sufficient knowledge of the subject matter of the contract and to eliminate any ambiguity. In this regard, Article 14(1) of the Vienna Convention on Contracts for the International Sale of Goods requires that the offer specify the essential characteristics of the goods or services. Similarly, Article 6 of the Egyptian Consumer Protection Law No. 67 of 2006 obliges every supplier and advertiser to furnish the consumer with correct and truthful information concerning the nature and characteristics of the product, while refraining from any conduct that may create a false or misleading impression or lead the consumer into confusion or error.

The seller must further confirm this information to the consumer in writing or through any other reliable and accessible means that can be referred to at any time, given the evidentiary value of written documentation in proving the information provided. Such information should also include details relating to after-sales services and commercial guarantees, the geographical address of the enterprise to which the consumer may submit complaints, as well as the terms governing contract termination and the conditions and procedures for exercising the right of withdrawal.

Following the regulation of distance contracting, the French legislature reinforced the professional's duty to inform the consumer through Article L.221-18 of the Consumer Code. This provision goes beyond the general obligation to inform set out in Article L.111-1, which places responsibility on the professional seller or service provider. It not only requires the disclosure of essential information in favor of the consumer, but also imposes additional obligations specific to distance contracts, notably those relating to the identification of the characteristics of the goods or services, the total price including taxes and fees, and the conditions governing contractual liability.

With regard to Algerian legislation, the principle of informing the buyer is enshrined in Article 352 of the Algerian Civil Code, which provides that the buyer must be sufficiently informed of the subject of the sale, and that such knowledge is deemed adequate if the contract includes a description of the sold item that is sufficiently precise to allow its identification. The repealed Law No. 02-89 on General Rules of Consumer Protection also affirmed the obligation to inform the consumer of the characteristics of the product, as stipulated in Article 4 thereof. Furthermore, Executive Decree No. 09-65 reinforces this principle, particularly in Article 5, by obliging suppliers to provide information on the characteristics and advantages of goods and services. In application of this obligation, Algerian legislation has established complementary mechanisms, notably labeling and packaging systems, aimed at enhancing consumer protection both at the stage of contract formation and during its performance.

In addition, in the field of pharmaceutical products, we find Executive Decree 286/92 on medical and scientific information on pharmaceutical products used in human medicine and food products.

Article 17 and 18 of the Consumer Protection and Fraud Suppression Act also require the producer or interventionist to inform the consumer of all information relating to the product he makes for consumption as well as the labelling data and the method of use.

c) *Product price or service statement:*

It is the responsibility of the product (professional) to inform the consumer of the price of each product or all service performance including all taxes and fees. article 14, paragraph 1, of the French Decree of 13 December 1987 stipulates that the price corresponding to each product or service, each consumer is provided by means of any means that facilitates proof prior to the completion of the contract. and then a French publication was issued on 19 July 1988 to confirm the application of the texts of the previous official decision, Professionals can inform consumers of prices through every appropriate means with the need to determine the actual price that includes all estimates in detail.

Article 2 of the Act on the Promotion of Confidence in the French Digital Economy stipulates that a professional who engages in an electronic commerce business must see the other contractor in a clear and unambiguous manner the price of the commodity or service, and the professional must indicate whether taxes and delivery fees are included in that price.

Article 04 of Act No. 02/04, which regulates the rules applicable to commercial practices, stipulates that: "The seller shall inform customers of the prices and tariffs of goods and services and of the conditions of sale."

The obligation to inform about the price is to sensitize the consumer so that he is safe from any surprise in the total amount of expenditure to obtain the product or provide the proposed service.

Disclosure Obligations Requirements

The disclosure obligations in the field of e-commerce constitute an essential part of the legal and regulatory framework aimed at consumer protection and ensuring the fairness of online commercial transactions. To achieve this, sellers and suppliers are required to provide accurate, clear, and comprehensive information regarding the products or services they offer. This obligation includes providing detailed information such as a description of the product, its essential characteristics, price, shipping costs, and any additional fees that may apply to the purchase. Furthermore, the terms and conditions of sale, including return and exchange policies, product warranties, and the consumer's right to withdraw from the purchase, should be displayed clearly and in a prominent, easily accessible location.

The disclosure obligation also requires the provision of information regarding the protection of consumers' personal data, clarifying how this data is collected, used, and stored, while adhering to the applicable legal standards for privacy protection. Traders must also ensure that promotional and advertising information does not contain any misleading claims or inaccurate information and that it accurately reflects reality without any intent to deceive the consumer.

Moreover, the obligation to regularly update information is an essential requirement to ensure that consumers receive the most current data related to available products and services, such as price changes, product availability, or any new terms that may apply to the purchase. In the event of any changes occurring after the transaction is completed, sellers must inform consumers of these changes in a timely and transparent manner.

The disclosure obligations also include providing effective communication channels that allow consumers to inquire and ask questions before making a purchase decision, along with clearly outlined post-sale support. Failure to comply with these conditions may lead to legal sanctions on traders and harm their

reputation in the digital marketplace, emphasizing the importance of strict adherence to these conditions to ensure a fair and secure e-commerce environment.

The duty of disclosure, or the obligation to inform, is established by legislators to protect the weaker party in consumer contracts, assigning this responsibility to the stronger party as a safeguard in accordance with the principle of equality between contracting parties. This obligation ensures that the consumer receives all essential information prior to entering into a contract, allowing them to make an informed and voluntary decision. It functions as a legal mechanism designed to balance the asymmetry of knowledge and power that typically exists in consumer transactions.

More specifically, the duty of disclosure requires the professional to provide comprehensive and clear information regarding the contract, including all relevant conditions and circumstances. This obligation also serves to protect the consumer from potential risks associated with the purchased product or service, ensuring that they are fully aware of their rights, obligations, and the nature of the goods or services involved. By fulfilling this duty, the professional guarantees transparency and fosters trust in the contractual relationship.

Additionally, it is understood as the obligation of one party to provide all necessary information and data to assist the other party in forming or executing the contract and, when necessary, to caution, draw attention, and alert the other party as required.

While disclosure is generally conducted through traditional means in conventional contracts, in electronic commerce contracts, it takes place electronically through banner ads on websites, email services, and other methods, referred to as electronic disclosure.

What most concerns the consumer when entering into contracts at a distance, particularly online, is verifying and identifying the seller with whom they are dealing. The nature of electronic contracting requires clarity at every stage, with the most critical aspect being the unequivocal identification of the offeror in these contracts. In the interest of fostering trust and transparency, which are essential for encouraging electronic commercial transactions with consumers, the seller must identify themselves on the network, ensuring that their offer contains all elements necessary for establishing their identity.

On the other hand, disclosure must include a statement of the essential characteristics of the goods or services and the general terms of the contract. The essential characteristics of the goods or services refer to the accurate and comprehensive description of the product or service, which allows the consumer to have sufficient knowledge of the subject of the contract, thus eliminating ambiguity. As for the general terms of the contract, these encompass all essential contractual information that the consumer must know to be fully aware of all obligations they are undertaking.

In this regard, European Directive 97/7, issued on May 20, 1997, concerning the protection of consumers in distance contracts, requires in Article 4 that suppliers inform consumers of the essential characteristics of goods and services, as well as certain contract-related information, such as price statements, methods of payment, delivery and execution terms, acknowledgment of the consumer's right of withdrawal, and the validity period of the offer.

Under the French Consumer Law of 1993, Article L-111(1) mandates that every professional and every service provider must present to the consumer all essential attributes of the good or service. Article L-121(81) of the same law specifies the information to be disclosed concerning contract performance, including payment, delivery, and execution methods, the right of withdrawal except in cases excluded by law, the time frame for the validity of the offer, and that this information be communicated to the consumer in a clear, accessible, and comprehensible manner through all remote communication methods used.

Furthermore, Law No. 2004-575, issued on June 21, 2004, regarding Confidence in the French Digital Economy, reinforces the obligation of any person engaged in e-commerce, even when not directly offering a contract, to inform consumers of the price in a clear and unambiguous manner, specifying whether taxes

and delivery costs are included. The legislator has thus imposed strict consumer protection rules to ensure that the consumer's intent is fully informed and valid.

As for Algerian legislation, Law No. 09-03 concerning consumer protection and anti-fraud measures stipulates in Article 17 that every participant must inform the consumer of all information related to the product offered for consumption by means of labeling, marking, or any other appropriate method.

Additionally, Executive Decree No. 06-306 dated September 10, 2006, which defines the essential elements of contracts concluded between economic operators and consumers and specifies clauses considered abusive, states in Article 4 that: The economic operator is required to inform consumers by all appropriate means of the general and specific terms of sale of goods and/or provision of services, allowing them sufficient time to review and conclude the contract.

Moreover, Law No. 04-02 dated June 23, 2004, which outlines the rules applicable to commercial practices, provides in Article 4 that: The seller is obligated to inform customers of the prices and rates of goods and services as well as the terms of sale.

Based on the above, it is clear that in contracts concluded remotely through electronic means, the consumer is unable to accurately assess the goods or services. This justifies granting the right to disclosure as one of the essential safeguards in this type of remote contract, ensuring that electronic commerce gains consumer trust, which in turn leads to its growth and expansion. This right is considered one of the most crucial aspects of legal protection for the electronic consumer.

It is noteworthy that most of the aforementioned legislation, which establishes the seller's duty to inform, limits this duty to the pre-contractual stage, that is, before the contract is concluded, without specifying civil penalties for non-compliance. Accordingly, under general legal principles, a professional's failure to fulfill their pre-contractual duty of disclosure constitutes grounds for tort liability. However, French jurisprudence characterizes this duty as contractual in nature, and its breach therefore gives rise to contractual liability.

Protection of the Electronic Consumer in Case of Breach of the Duty of Disclosure:

The protection of the electronic consumer in cases of breach of the duty of disclosure is one of the primary concerns of modern legislation, aiming to secure consumer rights within the e-commerce environment. When a merchant or service provider fails to fulfill their obligations to provide accurate and clear information to the consumer, a significant risk arises, as the consumer may make poorly informed purchasing decisions based on misleading or incomplete information. In such cases, legislation intervenes to protect consumers from these unfair practices through various legal mechanisms designed to deter violations and ensure compensation for any harm suffered by the consumer.

Among the most crucial protections provided by law is the consumer's right to withdraw from the contract without additional costs if it is proven that the information provided was inaccurate or misleading. Consumers may also claim financial compensation for damages resulting from this breach by filing an official complaint with the relevant regulatory authorities or pursuing legal action. Additionally, some legislation mandates that e-commerce companies provide accessible and efficient channels for submitting complaints and resolving disputes quickly, thereby enhancing the consumer's ability to reclaim their rights in a timely manner.

In addition to compensation, regulatory authorities may impose strict penalties on merchants who breach their disclosure obligations, such as financial fines or blocking their websites, serving as a strong deterrent against the recurrence of such practices. These penalties also encourage companies to improve their disclosure policies and ensure compliance with the required legal standards.

Moreover, continuous consumer awareness regarding their rights in e-commerce strengthens their ability to act decisively when facing such breaches. Thus, legal intervention to protect the electronic consumer in

cases of disclosure violations is essential to ensuring fairness and transparency in electronic transactions. This support enhances consumer trust in the digital market, promoting the sustainable and secure growth of e-commerce.

Thus, the protection of the electronic consumer in cases of breach of the duty of disclosure is of utmost importance in the modern digital era, as consumers face increasing risks online due to illegal or unethical practices by certain companies and individuals. This necessitates the implementation of strict policies to safeguard consumer rights and to ensure accurate and transparent information on products and services offered online. Furthermore, it is essential to strengthen monitoring and oversight of e-commerce activities to verify that the information provided to consumers complies with existing laws and regulations. In this way, consumer confidence in e-commerce can be reinforced, ensuring their right to high-quality and safe products and services.

In line with the legislative directives for pre-contractual mechanisms aimed at preventing harm to the consumer, post-contractual remedies have also been established to protect electronic consumers from potential manipulations. Due to the absence of a specific law on electronic transactions, the legislator has granted civil protections to electronic consumers through provisions within the Algerian Civil Code and related complementary laws, including the Consumer Protection and Anti-Fraud Law and the Commercial Practices Regulation Law. Additionally, criminal protections exist in the form of penalties applicable to offenses such as fraud, deception, and scams to which consumers may be exposed.

The Legal Framework for Protection under the 2018 Law

The Algerian legislator has regulated the provisions of electronic contracts concluded between electronic consumers and electronic suppliers under Law No. 18-05 concerning electronic commerce, by establishing the legal framework for electronic contracts.

According to Article 10 and Article 13 of Law No. 18-05 , two types of conditions must be met in electronic contracts as follows:

Pursuant to Article 10 of the aforementioned law, every commercial transaction conducted by electronic means must be preceded by an electronic commercial offer and formalized through an electronic contract that is duly validated by the electronic consumer. This requirement aims to ensure transparency in electronic dealings and to guarantee that the consumer expresses informed and explicit consent before the conclusion of the contract.

In accordance with Article 13 of the same law, the electronic contract must contain a set of essential information designed to protect the consumer's interests. This includes, in particular, a detailed description of the goods or services, the terms and methods of delivery, warranty conditions and after-sales services, conditions for terminating the contract, procedures for returning products, and mechanisms for submitting and handling complaints. It must also specify, where applicable, the conditions for pre-orders and trial sales, the competent judicial authority in the event of a dispute, as well as the duration of the contract, especially in cases of non-compliance by the electronic supplier.

In the presence of these conditions, the electronic consumer may request the annulment of the contract and seek compensation for any damages incurred.

Protecting electronic consumers in cases of disclosure breaches requires a series of measures and steps to ensure their protection and to bolster their trust in e-commerce.

The electronic supplier is obligated to register their activities related to electronic commerce in the commercial register or in the register of traditional industries and crafts, as applicable. Additionally, to publish a website or an online page hosted in Algeria with the extension.com.dz, the electronic supplier's website must provide means to verify its authenticity in accordance with Article 8 of Law No. 18-05.

An electronic supplier may not engage in electronic commerce activities until they have registered the domain name with the National Commercial Register Authority, as stated in Article 9 of Law No. 18-05 concerning electronic commerce.

Furthermore, under Law No. 18-05 regarding electronic commerce, the Algerian legislator has mandated, through Article 11 of the aforementioned law, that the electronic supplier must inform the electronic consumer by presenting the electronic offer in a visible, readable, and comprehensible manner.

The information specified in Article 11 must be included, and the contractual terms should be readily accessible to the electronic consumer, thereby ensuring that they are fully informed and knowledgeable about the terms of the transaction.

The Legal Framework for Protection under the 2015 Law Concerning Electronic Certification and Signatures

Advances in modern communication technologies have profoundly reshaped social interactions and economic relations, particularly in the exchange of goods and services and the conclusion of commercial contracts. Electronic commerce, which emerged toward the end of the twentieth century, has experienced rapid growth and widespread acceptance among consumers due to the numerous advantages it offers, most notably the elimination of geographical constraints between suppliers and consumers, the saving of time and costs, and the development of efficient electronic payment systems.

Traditionally, contracts were concluded through direct, face-to-face interactions between parties present in the same place, with offers and acceptances exchanged in person and evidenced by handwritten signatures on paper. With the advent of electronic commerce, however, contracting has shifted to a virtual environment in which agreements are often formed remotely between parties located in different jurisdictions who may have no prior knowledge of one another. This transformation has also affected the means of expressing consent, as electronic signatures have gradually replaced traditional handwritten signatures, giving rise to new methods of authentication.

In order to meet the practical and legal requirements of electronic transactions, various forms of electronic signatures have been developed, including digital signatures, biometric signatures, and other technologically advanced mechanisms designed to ensure the authenticity and integrity of electronic contracts. In the Algerian legal system, the concept of electronic writing as a means of proof has been recognized under Article 323 bis 1 of the Civil Code, as amended by Law No. 05-10; nevertheless, such electronic writing does not, by itself, always constitute sufficient proof, which raises important evidentiary concerns.

One of the most significant challenges associated with electronic commerce contracts lies in verifying the identity of the contracting parties and the validity of their electronic signatures. Given the absence of direct contact and prior acquaintance between the parties, it is often difficult for each party to ascertain the existence, identity, and reliability of the other. To address these challenges, many states have enacted specific legislation aimed at protecting electronic consumers and have established electronic certification and authentication authorities. These entities are entrusted with verifying electronic signatures and confirming the identity of contracting parties, thereby enhancing legal certainty, trust, and security in electronic and digital transactions.

Conclusion

The effective activation of the electronic consumer's right to information constitutes a fundamental pillar for ensuring transparency, fairness, and legal certainty in electronic commerce. This right enables consumers to obtain accurate, clear, and comprehensive information concerning the goods or services offered online, thereby allowing them to make informed and rational purchasing decisions. In this context, suppliers are legally and ethically obliged to provide all essential data related to the transaction, including precise descriptions of products or services, pricing details, additional costs such as shipping and taxes, as well as the applicable contractual terms governing the sale. These terms encompass return and exchange policies, guarantees, and the consumer's right to withdraw from or cancel the contract. Furthermore, electronic

platforms bear a responsibility to ensure that such information is easily accessible, clearly presented, and intelligible to the average consumer, thus reinforcing transparency within the digital marketplace.

The effective protection of this right also requires the establishment of robust regulatory and supervisory mechanisms capable of monitoring compliance, sanctioning violations, and providing effective remedies for consumers whose right to information has been infringed. Ultimately, the activation and enforcement of the electronic consumer's right to information play a decisive role in strengthening trust and confidence in electronic commerce, thereby promoting a balanced and equitable online trading environment.

References

Books:

Philippe le Tourneau et Michel Leroy. *contacts et obligations, classification des obligations, principe de la distinction des obligations de moyens et des obligations de résultat* fasc.20, édition du juris- classeur, alinéa5. (2002)

Journal article:

Karash Sharifa. Formal Requirements for Patent in Algerian Legislation, *Journal of Law and Humanities*, (2022) vol. 15, No. 01.

Mourad kemouche, electronic advertising in the modern communication environment, *international journal of social communication*, vol 8, N°2, 2021, pp134-145.

Elfodda Mohammed . Nouacer Tahar , The Legal Protection for the Electronic Consumer in the Algerian Legislation, *Al-Ijtihad Journal of Legal and Economic Studies*, 2023, Vol 12, N 2, pp 97-111

Rezig Wassila, The Legal Guarantee of The Consumer's Right to Information in Mitigating Risks of Commercial Fraud, *Journal of Legal and Political Thought*, 2023, Vol 12, N 2, pp 97-111.

Rasika Korichi, Legal protection of the electronic consumer in Algerian legislation, *international journal of legal and political research*, Volume 09, Issue 2, October 2025, pp: 46-68,