

The online store: between the theory of the physical store and new legislation

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المتجر الإلكتروني: بين نظرية المتجر المادي والتشريعات الجديدة

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Abstract:

The online store has led to the expansion of the merchant's customer base, as it is no longer limited to just the citizens of the country, but rather more than that, as it expands to include customers all over the world, Which leads to an increase in the percentage of buying and selling through the online store, which leads to an increase in the income of the store owner, Its importance is increased by the fact that, unlike other forms of media, it allows communication to be practiced not only in a passive way, but in an active way, The online store can deliver your message to millions of people in a way that traditional advertising methods cannot reach, And the site's ability to improve your image, even the smallest business can have a big impact "online presence", Compete directly with large institutions of the same type of work, and have the ability to interact and communicate quickly with customers via e-mail, Ease of exchanging information, receiving purchase orders and responding to customers, which saves time and effort, and avoids hardship, It can also reduce the waste of time and money, as the online store makes it easy for the merchant to introduce new products or replace them at any time without the need for a new advertisement.

Keywords: Commercial law, trademark, e-store, e-contract, commercial register.

المخلص:

أدى المتجر الإلكتروني إلى توسيع قاعدة عملاء التاجر، إذ لم يعد يقتصر على مواطني الدولة فقط، بل يتعدى ذلك، إذ يتوسع ليشمل عملاء في جميع أنحاء العالم، مما يؤدي إلى زيادة نسبة البيع والشراء عبر المتجر الإلكتروني، مما يؤدي إلى زيادة دخل صاحب المتجر، وتزداد أهميته لكونه، على عكس أشكال الوسائط الأخرى، يسمح بممارسة التواصل ليس فقط بطريقة سلبية، بل بطريقة نشطة، فالمتجر الإلكتروني يستطيع إيصال رسالتك إلى ملايين الأشخاص بشكل لا تستطيع طرق الإعلان التقليدية الوصول إليه، وبفضل قدرة الموقع على تحسين صورتك، حتى أصغر الأعمال التجارية يمكن أن يكون لها تأثير كبير "التواجد على الإنترنت"، والتنافس بشكل مباشر مع المؤسسات الكبيرة من نفس نوع العمل، وامتلاك القدرة على التفاعل والتواصل السريع مع العملاء عبر البريد الإلكتروني، وسهولة تبادل المعلومات واستلام طلبات الشراء والرد على العملاء، مما يوفر الوقت والجهد، ويجنبك المشقة، كما يمكن أن يقلل من هدر الوقت والمال، حيث يسهل المتجر الإلكتروني على التاجر تقديم منتجات وخدمات جديدة. منتجات جديدة أو استبدالها في أي وقت دون الحاجة إلى إعلان جديد.

Introduction:

The online store appeared as a result of the revolution in technology and wireless communications and the resulting speed of data and information exchange. The online store first appeared on television screens, Shopping was done through that screen using specific phone numbers, until the computer and the Internet appeared, what they represent in terms of a superior ability to quickly exchange and store data, and in response to the changes that have occurred in customer behaviour as a result of this development, and the website design is considered.

The online store is one of the vital elements of the electronic marketing mix, it is one of the basic requirements for companies to be able to market their products over the Internet. The company relies on a professional designer to handle the technical aspects of the website content. Its preparation is the responsibility of the management, especially the marketing department. Moreover, it has become a low-cost method for merchants.

Practicing e-commerce by offering, marketing and selling products, goods and services over the Internet requires creating an electronic website (store) and effectively promoting the site's contents. You must build a website that has two features: to be informative on the one hand, and to communicate and attract potential customers on the other. You must build a website that has two features: to be informative on the one hand, and to communicate and attract potential customers on the other.

Importance of research:

The technological development in the e-commerce store had a significant impact on increasing the importance of the e-store, as the importance of the e-store appears to both its owner and the consumer across the network, As many companies, businessmen and even merchants flocked to the Internet to create their own websites to promote their goods and services, this led to the decline of traditional sales methods and was replaced by electronic sales, The online store has led to an expansion of the store's customer base, the possibility of interaction and rapid communication with customers, and avoiding fatigue and hardship for the merchant, The merchant practices his business from home, and as for the consumer via the Internet, he can access the largest possible number of online stores and browse them in the shortest possible time, and the consumer can obtain more information about the goods he wishes to purchase.

Research objectives:

The research aims to clarify that the online e-commerce store has become possible for every person who wants to practice his own commercial activity on the network and create his own store; Through it, he can display his goods and services, and he can also deal with customers and work to attract them and complete the deal between them until the goods reach the consumer's hand and the store owner receives the price of what he contracted for.

Research problem:

The problem with the e-commerce store is that there are no texts, even if they are in passing or indicative, in the Libyan legislature, as there is a large legislative vacuum in the Libyan legislature Ali did not show any interest or organization specific to it like some Arab legislations such as the UAE Electronic Transactions Law, the Bahraini Transactions Law and the Egyptian Electronic Signature Law.

Research plan:

Section First:

Definition of an e-commerce store and its importance.

Section Two:

Contracts required to provide components for the e-commerce network.

Section One

Definition of the E-Commerce Store and its Importance:

Introduction and division:

The impact of the online store on the Internet has affected its nature, which has become one of the easiest ways to display and trade goods over the network. Its spread over the network is something that prompts us to explain what is meant by it, Therefore, we will discuss it by definition and the extent of agreement and disagreement among jurisprudence on determining a specific definition for it. We will also not neglect what may be similar to it in terms of elements that may be close to its concept or distant from it, we must first discuss its importance, So that we can understand the nature of his work, which many scholars have relied on in their definition of the online store. We must also present the types and characteristics of his online store, We will discuss this as follows:

First requirement:

The importance of an e-commerce store.

Second requirement:

Definition of an e-store or online store.

We will discuss all of this as follows:

First requirement: The importance of the e-commerce store:

The result of technological development on the online store is undoubtedly; it had a significant impact on the increasing importance of the online store - which initially appeared on television screens, it was only used to advertise the product - but with the information technology revolution, Its presence on the Internet has now become undeniable, as many companies, businessmen and even merchants flock to the Internet, To create their own website, to promote and display their goods and services, the buying and selling process is no longer done in personal exchanges, which means we can say that traditional selling methods are declining and will be replaced by electronic selling, Represented by the online store over the network, where the speed of completing the buying and selling process is achieved, and from here it becomes clear to us that the online store over the Internet is of great importance to both the merchant and the consumer, and we explain this in the following points:

A. The importance of an online store for its owner:

It has become easy to think about online retailing by creating online stores in this virtual environment. Establishing an online store requires only minimal costs and government support, which saves time and effort without the need for traditional methods that consume all the merchant's effort and energy.

1. The online store has led to the expansion of the merchant's customer base, as the matter is no longer limited to not only the citizens of the country, but at most, as it expands to include customers all over the world, which leads to an increase in the percentage of buying and selling through the online store, It leads to an increase in the income of the store owner, and its importance increases because, unlike other forms of media, it allows communication to be practiced not only in a negative way, But in an effective way¹, The online store can deliver your message to millions of people in a way that traditional advertising methods cannot reach, As well as the site's ability to improve your image, even the smallest businesses can have an "online presence" and compete directly with large institutions of the same type of business, In addition, your store will promote your product 24/7, all over the world, and will always be available to you. There is no other way that provides you with this offer and with this flexibility, Customers can also know your product distribution program and know its prices, service costs, etc., simply by looking at the relevant page on your site. Your site may open a relationship for you with international markets as easily as any relationship with a company next to you across the street.²

2. The ability to interact and communicate quickly with customers via email, and the ease of exchanging information, receiving purchase orders, and responding to customers, which saves time and effort.

3. Avoiding hardship, as it has become possible to reduce the waste of time and money, as the online store makes it easy for the merchant to offer new products or exchange them at any time he wants without the need for a new advertisement for them.

4. For commercial projects, the online store leads to reducing many of the internal expenses of these projects, in addition to reducing the number of workers and the possibility of communication in their homes.³

B. The importance of an e-commerce store for customers:

The importance of an e-commerce store for customers is evident in several aspects, including saving time and effort. These stores are characterized by the speed and accuracy of information transfer in the shortest possible time. In addition to the above, some websites and software require the effort of searching for and comparing products.⁴

The importance of speedy delivery for some products, such as digital books, software, and electronic games, is evident over traditional stores. Freedom of choice and assistance in decision-making are among the most important features of these stores, as they provide sufficient space for thinking, choosing, and then making a decision, and even comparing the prices of a product available in several stores, whether online or traditional, existing in real life.⁵

1. Instructions necessary to complete the buying and selling process. Unlike traditional stores, the online store does not have any restrictions on entering and browsing as the consumer wishes.⁶

¹ -Arwa Muhammad Taqwa, The Legal Nature of Internet Connection, Journal of Law, Faculty of Law, Kuwait University, Issue 2, Volume 42, June 201A8, p. 339.

² - Mohamed Mustafa El-Sanhoury, Marketing and E-Commerce, no place or date of publication, p. 134

³ - Youssef Abdel Karim Mohamed Al-Jarara, Legal Protection of Commercial Transactions, PhD Thesis, Faculty of Law, Ain Shams University, 2018, p. 77, Samir Burhan, Concluding Contracts in Electronic Commerce, Al-Ahram Foundation, 2005, p. 32

⁴ - McKechie, S., & Nath. Effects of new-to-market e-store features on first-time browsers. International Journal of Human-Computer Studies. (2016) .90, P 14-26.

⁵ - Liu, X., Li, E., & Li, The Impact of Online Store Characteristics on Service Recovery Satisfaction in C2C Online Markets. In WHICEB, Q. (2014). (35-42) Singh, M. (2002). E-services and their role in B2C e-commerce. Managing Service Quality: An

⁶ - Liu, X., Li, E., & Li, The Impact of Online Store Characteristics on Service Recovery Satisfaction in C2C Online Markets. In WHICEB, Q. (2014). (35-42)

2. The seller displays his goods on his online store in the purchase price mode, and the buyer can shop by browsing the site and placing all his requirements of goods in the virtual basket with approval to purchase at the prices and under the conditions displayed.⁷
3. The ease of creating online stores has led to an increase in their numbers, which has led to an increase in the opportunities available to the consumer in choosing between goods of the highest quality and lowest price.⁸

The second requirement: What is meant by an e-commerce store:

The electronic services provided by companies and organizations through the development of communications and new technologies have contributed to urging them to plan and work in a new and unconventional way, which required each company to know the characteristics and capabilities of its products, and to conduct a comprehensive evaluation of the features provided for goods and services. Its services have been modified and its systems have been restructured to comply with the requirements of the electronic environment, The definition of an online store has sparked great controversy and differences in the opinions of scholars of jurisprudence, and their directions have varied, as follows:

There is a trend that defines the online store from the technical nature of the online store, and this trend has relied in its definition of the online store on its technical nature and the commitment of the commercial center to open the participant's store on the Internet, and what it includes in terms of licensing the use of a specialized program that allows him to conduct trade via the Internet⁹, Customers use computers and the Internet to conclude shopping deals and agree on projects.¹⁰

Some defined it as "the electronic site consisting of a group of information programs - with a virtual interface specific to the merchant - with a specific electronic address - with the presence of a hosting service that provides the possibility of communication between the merchant and the customers"¹¹, Others defined it as "allowing the merchant to obtain customers, and this enables the merchant to benefit from the customer's reaction to the advertisement and employ him immediately".¹²

It is clear to us from the previous definitions that, despite the difference in expression, they agree on the content, as we find that they started from one point when they discussed the concept of the electronic store, which is the "website", which is the main element in the formation of the store. We noticed from these definitions that they did not clarify all the elements that make up the electronic store, and they also did not explain how to deal and communicate between the merchant and customers to complete the buying and selling operations.

There is a trend that focuses on its functional aspect, some have defined it as "allowing every internet user to browse this market and the (virtual) stores, and to view and examine the products displayed in them and their prices. This previous browsing is without specific procedures if it is merely viewing and browsing, and the purchase consists of procedures related to: the personality of the virtual visitor and his registration¹³, If he wants to purchase, he should mention the credit card number and the special code for the electronic signature.¹⁴

Based on the above, we find the second trend is the opposite of the first trend, as it took the functional aspect of the online store in its definition, and clarified the role that the online store plays. Despite the fact that it addressed the nature of the store's work and its functional role, it is criticized for that - because it was satisfied with explaining some of the store's elements over the network, and did not address all of its components.

This trend did not provide a comprehensive definition of all the elements of the online store, which led to the introduction of other similar elements.

The researchers believe that from the above, these previous trends did not come with a definition of the electronic store, as each of them looks according to his own view that he sees as appropriate, and a complete definition of all the elements present in the store must be provided without neglecting what the previous trends have reached, The researchers see this by defining the e-store or shop as "a special website with a list

⁷ - Singh, M. (2002). E-services and their role in B2C e-commerce. *Managing Service Quality: An International Journal*, 12(6), 434-446.

⁸ - Mina Adel Iskandar, *The Regulatory and Contractual Framework for E-Commerce*, PhD Thesis, Faculty of Law, Cairo University, 2014, p.84.

⁹ - Supreme Council for Culture, Law Committee, Researchers Group, *Legal Aspects of E-Commerce*, Publication Year 2003, p. 23.

¹⁰ - Ibrahim Ahmed Ibrahim, *E-commerce and Intellectual Property*, Law Magazine, a legal magazine issued by the Egyptian Bar Association, first issue, 2001, p. 591

¹¹ - Elham Mohamed Hamed Ibrahim, *The Electronic Store*, PhD Thesis, Faculty of Law, Mansoura University, 2015, pp. 30, 31.

¹² - Ahmed Sayed Ahmed Al-Sayed, Rasha Al-Saeed Abdel Salam, *Concluding the Electronic Contract in the Contract Formation Stage via the Internet*, Dar Al-Nahda Al-Arabiya, 2018, p. 38.

¹³ - Ahmed Abdel Tawab Bahjat, *Concluding the Electronic Contract*, Dar Al Nahda Al Arabiya, 2008, p. 54.

¹⁴ - Nayer Nabil Omar, *Criminal Protection of E-Commerce in Cybercrimes*, Dar Al-Jami'a Al-Jadida, 2012, p. 32.

of contents that customers resort to in order to obtain the goods and services that the merchant provides to them and that cover their needs, and where it contains the name of the host category and is characterized by speed and ease of obtaining them and carries a special mark and address, the methods of delivery and shipping that are used are determined and its electronic payment methods are provided and the customer ceiling for the site is determined and how to secure it.”

It is clear to us from this definition that the online store consists of a group of moral elements represented by an electronic website that is built over the Internet¹⁵, The objectives required from the market that will be created are determined, so that it covers the needs¹⁶, It reflects the information required to be shown to customers to ensure the development of the efficiency of operations and the collection of returns on them¹⁷. The electronic store is characterised by management and speed.

In buying and selling for customers, electronic financial transactions are faster, so employees spend less time completing tasks that require human intervention. It also provides opportunities for businesses to strengthen their relationships with their customers, whether individuals or companies, by facilitating communication with them and exchanging information with them, It provides more effective possibilities for marketing goods and promoting them globally, and the online store contains a host name category, i.e. the type or profession of the establishment, the site, and the definition of a high-level domain name. This definition also contains the address of the site of its online store and the trademark that distinguishes its products across the network. In order to sell its products, it needs mechanisms and means to communicate with customers.

Characteristics of an e-store:

For the purposes of this study, the characteristics of an e-store can be defined as all the digital content available on the website, whether written, audio, or visual. The features include the ease of use, the sequencing of purchases through the integration of data contained within the e-store, the security it provides when interacting with the site, the prevention of breaches, the preservation of information confidentiality, and the provision of secure and seamless electronic payment methods free from technical or other problems.

1. Content:

This refers to all the contents of the online store, including high-quality texts and images, fast-loading pages that are responsive to various devices, the products organized in the catalog, and all the facilities and tools through which the product, its characteristics, and its comparison with other products can be identified¹⁸.

The importance of content lies in the apparent growth in e-commerce, specifically in business to consumer, which has led to the continuation of the search for success factors in online stores, and the attempt to deduce (B2C) a relationship between consumer behaviour towards the site's content and purchasing behavior, and its integration with the concept of trust and ease of use of that site, and the security of data and information in this content, and the study of the factors that affect the content on the consumer's decision to purchase online and repeat it as well.

The marketing method has a great impact on the purchasing decision. There is a positive relationship between the high price of the product and its high quality. Those who buy at a higher price focus on quality, while those who buy at a lower price focus on economy¹⁹.

2. Ease of Use:

The ease of use of an online store lies in its ease of browsing and flexibility. It's a system that requires no effort or difficulty to understand how to use it, and it's free of complexity. It's convenient for all users, regardless of their background.²⁰

Ease of use is the extent to which a design can be made easy and simple, so that customers, especially those who are naturally inclined to reach the goal directly, can complete their task quickly and with the least possible effort.²¹

¹⁵ - Hussein Al-Mahi, Legal Perspectives on E-Commerce, op. cit., p. 323,

¹⁶ - Ahmed Mohamed Ghanem, Marketing and E-Commerce, Modern Library, 2008, p. 45.

¹⁷ - Issam Fayed Muhammad, Documentary Credit and the Bank's Responsibility for Examining Documents, Dar Al Nahda Al Arabiya, 2015, p. 91.

¹⁸ - Kim, D & Benbasat, I (2009). "Trust-assuring arguments in B2C e-commerce: impact of content, source, and price on trust" Journal of Management Information Systems. 26, (3), 175–206

¹⁹ - Liu, X., Li, E., & Li., The Impact of Online Store Characteristics on Service Recovery Satisfaction in C2C Online Markets. In WHICEB, Q. (2014) (35-42).

²⁰ - Brown, S& Venkatesh,. "Model of adoption of technology in household: A baseline model test and extension incorporating household life cycle". MIS Quarterly. 29(3). V (2005), 399-426

²¹ - Jun, G, Jaafar," A Study on Consumers' Attitude towards Online Shopping in China" International Journal of Business and Social Science, N (2011), (22),122-132

From the above, the ease of use of an online store can be defined as the degree to which the customer will be satisfied with the way of dealing with the online store resulting from the organization of the content and clarity in dealing with the store.

The importance of ease of use lies in measuring ease of use through the platform in the store, and this in turn measures the extent of users' reliance on the outputs of a particular system, and is evaluated by the number of times it is used, and the time required to complete a particular task, and is also measured by user satisfaction through evaluations, and this is a measure of the success of any system in general ²².

3. Data Integration:

Data integration is the process of unifying the commonalities across all data sources into a single database, which in turn provides users with a unified view of this data²³.

It is known as perfection and completeness, and this is due to the treatments and corrections, accuracy, and reliability during the period of data existence. This integration depends on tangible integrations between devices connected to each other, and intangible integration, meaning programs and others ²⁴.

4 - Data and Information Security:

This is the standard by which information and data can be protected from tampering by unauthorized individuals, or from exploiting system vulnerabilities and manipulating them, whether by adding or deleting. It is all the policies, procedures, technical measures and possible methods to ensure the protection of the security and integrity of information from all illegal acts, tampering and alteration, whether by increase, decrease, or even deletion and causing damage to it ²⁵.

The security of the site depends on a protection system, because the online stores are linked to each other via the Internet, and the lack of reliability is a characteristic of this network. Therefore, it is necessary to provide protection to the customer from security threats to his information, during the process of transferring data or financial transfers. This will increase the customer's confidence and encourage him to return again and repeat the purchase process²⁶.

5 - Brand Selection:

It is a measure of a customer's attachment and connection to a brand, and it shows the extent to which a customer can tolerate switching from one brand to another, especially if it results from a change in price or specific product features ²⁷.

A trademark is one that has become famous and has a reputation and wide knowledge among consumers, and has crossed the borders of the country or region in which it originated. It is a pre-judgment on the service or commodity before completing the purchase, and the more the trademark has a distinctive reputation, the higher the value of the company ²⁸.

Section Two

Contracts Required to Provide E-Commerce Network Components

Introduction and Division:

If the online store network has many material and moral elements that are compatible with the nature of the electronic environment in which it must be built, and these material elements are represented by the availability of a group of material components (such as computers and connection tools), in addition to a group of moral components (such as programs and protocols), If this is the case, then in order to provide these technical tools and information programs, regardless of their nature, they must be contracted between the

²² - Kassim, E. S., Jailani, S. F. A. K., Hairuddin, H., & Zamzuri, N. H. (2012) "Information system acceptance and user satisfaction": The mediating role of trust. *Procedia-Social and Behavioral Sciences*, 57,(1) 412-418.

²³ - Jun, G, Jaafar, " A Study on Consumers' Attitude towards Online Shopping in China" *International Journal of Business and Social Science*, N (2011), (22),122-132) Friedman, M., Levy, A. Y., & Millstein, Navigational plans for data integration. T. D. (1999)., ne, 67-73.

²⁴ - Lenzerini, Data integration: A theoretical perspective. In *Proceedings of the twenty-first ACM SIGMOD-SIGACT-SIGART symposium on Principles of database systems*, M. (2002). (pp. 233-246). ACM.Thirteenth Wuhan International Conference on E-Business—E-Business Management in Organization 3

²⁵ - Roozbahani, F. S., & Azad, "Security Solutions against Computer Networks Threats". *International Journal of Advanced Networking and Applications*, R. (2015). 7(1), 2576-2581.

²⁶ - Sun, Y., Zhang, J., Xiong, Y., & Zhu., Data security and privacy in cloud computing. *International Journal of Distributed Sensor Networks*, G. (2014) 10 (7), 1-10

²⁷ - Björlin Lidén, S., & Skälén. The effect of service guarantees on service recovery. *International Journal of Service Industry Management*, P. (2003),14(1), 36-58

²⁸ - Lien, C. H., Wen, M. J., Huang, L. C., & Wu, Online hotel booking: The effects of brand image, price, trust and value on purchase intentions. *Asia Pacific Management Review*, K. L. (2015),20(4), 210-218

owner of the online store and the supplier of these components. This is what we will address through a statement of the contracts necessary to obtain the physical components, followed by the contracts necessary to obtain the intangible components, and we will divide this as follows:

First requirement:

Contracts necessary for the store owner to obtain the physical components.

Second requirement:

Contracts necessary for the store owner to obtain the intangible components.

First requirement: Contracts necessary for the store owner to obtain the physical components.

There is no doubt that the physical elements that make up the online store network are represented by a group of electronic devices, such as computers, including (such as the site server device and the main device of the online store network) and the connection tools (such as the wires used to connect and form the network and communication cards) necessary to build the online store network, And its connection to the Internet. In order for the online store owner to obtain these components, he must contract to purchase them from their suppliers, i.e., those who specialize in selling these tools, pursuant to a sales contract concluded between him and the hardware supplier.

Hardware sales contract between an online store owner and a hardware supplier:

The sales contract is a mutually binding contract. Consequently, the hardware supplier and the online store owner are each bound by a set of obligations towards the other. It also imposes responsibilities on each of them towards the other. We will discuss all of this as follows:

First: Obligations of the two parties to a physical equipment sales contract:

As previously mentioned, the sales contract is binding on both parties, as it imposes numerous obligations on both parties to the contract. Therefore, we will clarify the obligations of the hardware and equipment supplier and, in turn, the online store owner²⁹, as follows:

- 1- Obligations of the supplier of hardware and devices towards the owner of the online store. It is natural that the seller of hardware and devices has many obligations, the most important of which are the obligation to deliver and the obligation to inform³⁰, and we will address them as follows:

A - Commitment to delivery:

The obligation to deliver in the sales contract for these technical tools is self-evident, and this is a result of the technical nature of the subject of the contract. The obligation here will be to deliver the electronic devices necessary to design the online store network so that it is compatible with the nature of the online store's work via the virtual network. The obligation to deliver means the seller's pledge to place the sold item at the buyer's disposal so that he can possess it and benefit from it without any obstacle that prevents him from using it in the manner intended for it.

In the Egyptian Civil Code, Article 435, and its counterpart, Article 424 of the Libyan Civil Code, both stipulate that "delivery is placing the sold item at the disposal of the buyer so that he can possess and benefit from it without hindrance, even if he does not take possession of it, as long as the seller has informed him of that." The legislative basis for this obligation is found in Article 206 of the Egyptian Code, and its counterpart, Article 209 of the Libyan Civil Code, states that "the obligation to transfer a real right includes the obligation to deliver the item and preserve it until delivery."

B - Information Commitment:

The information commitment is one of the most important obligations incumbent upon the device supplier. The seller must inform the online store owner of the nature of these electronic devices, how to handle them, how to operate them, and how to use their accessories. This is known as the information commitment.

Based on the above, the obligation to inform means "the obligation of the party who is more experienced and knowledgeable in the contract to inform and notify the weaker party of all the data and instructions that help the latter to use the thing that is the subject of the contract in accordance with the purpose for which it is designated"³¹

²⁹ -Joseph M.N.Kakooza , A study report on electronic transations law• Uganda law reform commission , Kampala , Uganda , 2004 , p 45.

³⁰ - Chris Reed and John Angel, Computer Law (the law and regulation of information technology, Oxford – University Press, P6:11

³¹ -The obligation to provide information is an obligation that is subordinate to the original obligations arising from the contract. The French judiciary is the one that has taken this obligation into account, whereby it obliges the seller of materials of a technical nature to provide the user with all the necessary data that enables him to use the sold item correctly. See Nabila Ismail Raslan, Responsibility in the Field of Information Technology and Networks, Dar Al-Jamia Al-Jadida, 2007, p. 16;

C - Commitment to provide assistance and cooperation:

This commitment is a natural extension of the obligation to inform, as the role of a device supplier or seller is not limited to merely informing the online store owner of the technical aspects of how electronic devices work, how to maintain and maintain them, and how to deal with their accessories. Rather, it sees a direction³².

It is necessary for this obligation to extend and continue after the conclusion of the contract and throughout the term of the contract as long as the online store needs this information, because many contracts, in addition to the original obligations imposed on both parties to the contract, also include a subsidiary obligation, represented by providing specific information that allows for the proper implementation of the original legal obligations.

As we know, the sales contract is a binding contract for both parties. Just as it imposes obligations on the supplier of electronic devices, we also find that it places many obligations on the owner of the online store, which the store owner is obligated to pay a financial consideration and to provide assistance and cooperation. We will discuss this as follows:

2 - Obligations of the online store owner towards the seller of technical devices and tools:

A - Obligation to pay the financial consideration:

The most important obligation that falls on the owner of the online store is his obligation to pay the financial consideration, which here represents the price of those devices, connection tools, and the installation and maintenance expenses necessary for those electronic devices, in accordance with what was agreed upon in the contract³³, this agreement is the result of a sales contract concluded between the seller of these physical components and the owner of the online store, and is subject to the provisions of commercial and civil law, which in turn creates obligations for each party to the contract, as it is a contract binding on both sides. The sales contract in general, according to the text of Article 418 of the Egyptian Civil Code and Article 407 of the Libyan Civil Code, means that it is "a contract by which the seller undertakes to transfer to the buyer the ownership of a thing or other financial right in exchange for a cash price."

B - Commitment to provide assistance and support:

The obligation to provide cooperation is not an individual obligation, i.e. it does not fall on the hardware supplier alone, but rather it is a fundamental obligation that should not be overlooked for the owner of the online store, as he is under the burden of the obligation to provide all the necessary data and information about the nature of his business and what those devices are used for - and what the specifications are - that are required to be available in the electronic devices that are the subject of the contract, And the rest of the technical tools necessary for his work over the network, so that the supplier of these technical tools can fulfill his obligation towards the owner of the online store to provide him with devices that are compatible with the nature of his commercial work on the network, and therefore in the agreement or the custom of trade is otherwise or it is evident from the circumstances that another price must be adopted, and if in return for fulfilling this obligation the owner of the online store must provide a detailed description in the contract concluded between him and the supplier of the technical tools of what he needs from devices according to what the nature of his commercial work requires and the volume of services that he will provide over the network.

Second: The responsibility of the two parties to a contract for the sale of technical devices and tools, each towards the other and each towards the customers:

The nature of contracts concluded between their parties is to impose obligations on both parties³⁴, In order to achieve these obligations, it also determines the responsibility that falls on each of them towards the other, and therefore we will shed light on the responsibility that falls on the device supplier and the owner of the online store, each towards the other³⁵, as follows:

1 - The responsibility of the seller of technical devices and tools towards the owner of the online store:

If the seller of technical devices and tools fails to fulfill any of his obligations, he will be liable towards the owner of the online store. This liability is not limited to contractual obligations only, but varies between contractual and tortious liability, as follows:

Muhammad Hussam Mahmoud Lutfi, Information Services Contracts, a Study in Egyptian and French Law, Dar Al-Nahda Al-Arabiya, 1994, p. 90.

³² - Muhammad Hussam Mahmoud Lutfi, Information Services Contracts, previous reference, p. 90.

³³ - Omar Khaled Al-Zuraiqat, Online Sales Contract, Analytical Study, PhD Thesis, Faculty of Law, Ain Shams University, 2005, p. 69.

³⁴ - Alaa Al-Tamimi, The Legal Regulation of Electronic Banking on the Internet, previous reference, p. 83.

³⁵ - Chris Reed & John Angel, Computer law " the law and regulation of information technology ", OP. Cit, P27

A - Contractual responsibility of the technical equipment supplier: We have made it clear that the technical equipment supplier is obligated to deliver these tools and their accessories according to the agreed-upon specifications and the specified date. He is also obligated to inform the store owner of all the technical details necessary for using these tools.

And how to use its accessories as well, and thus the supplier's responsibility in the event of these obligations finds its basis as follows: With regard to the obligation to deliver, we find that Article 209 of the Libyan Civil Code has included these texts stating that the obligation to the real right includes the obligation to deliver and that it must be preserved until delivery.

B - The tort liability of the technical equipment supplier: The liability of the equipment supplier is not limited to the contractual liability only, but is also liable under the rules of tort liability, in the event that it commits an error outside the scope of the contract concluded between it and the owner of the online store that causes harm to the latter, as this liability is established in accordance with the text of Article 163 of the Civil Code the Egyptian law stipulates that any error that causes harm to others shall be liable for compensation for this harm. Therefore, the supplier's liability for negligence is established when he gives the online store owner incorrect information about the devices he sells to him, and this information leads to the conclusion of the contract. Therefore, the online store owner must prove the supplier's error so that he can refer to him according to the rules of negligence. Here, the supplier must prove the foreign cause so that he can avoid liability for his transfer.

2 - The liability of the technical equipment supplier towards the online store's customers:

The contracting party with the technical equipment supplier is the owner of the online store itself, not the latter's customers. This means that there is no contractual relationship between the technical equipment supplier and the online store. This, in turn, results in the online store customer not being able to directly sue the technical equipment supplier under the rules of contractual liability, This is of course because he is not a party to the contract for the sale of the technical equipment. However, he can sue the equipment supplier under the rules of tort liability if he can prove that the supplier was at fault for causing the damage. In addition, and in accordance with what we have explained regarding liability based on risks, we find that the customer has the right to sue the equipment supplier under objective liability, According to which the supplier is responsible for the damage resulting from his activity, even if he does not reach the level of fault, as he provides devices of a special nature, represented by the technical nature of electronic devices, whose supplier is the most knowledgeable about their nature and the nature of their work and has the ability to anticipate their risks and how to avoid and treat them and the risks resulting from their use.³⁶

3 - The online store owner's liability towards the seller of technical devices and tools:

The relationship between the online store owner and the supplier of electronic devices is a contractual relationship that imposes many obligations on them. If either of them breaches these obligations, they will be held liable based on the contract concluded between them. This means that the seller of technical devices and tools will be held accountable for the online store owner under the rules of contractual liability if the store owner fails to fulfill his obligation to pay the financial compensation. This is an obligation to achieve a result. If the supplier of the devices proves that this result has not been achieved, they have the right to recourse against the online store owner³⁷.

Second requirement: Contracts necessary for an e-store owner to obtain the intangible components:

In addition to the material components necessary to form an e-store network, there are also intangible components that are no less important than the aforementioned components for the formation and operation of an e-store network. These components are important because they connect the material components and regulate their operation in a manner consistent with the nature of the e-store's operation.

The moral components necessary to build an online store network are "a group of computer programs designed by specialized programmers to control and organize the work and operation of the physical components of the internal network of the online store on the Internet"³⁸.

According to Article 1 of the Executive Regulations of the Egyptian Electronic Signature Law, computer software means "a set of commands and instructions expressed in any language, symbol or sign and taking any form, and which can be used directly in a computer to perform a function or achieve a result, whether

³⁶ - Muhammad Ibrahim Arsan Abu Al-Haija, Alaa Al-Din Abdullah Fawaz Al-Khasawneh, The Tort Liability of Internet Service Providers for Illegal Content (A Study of the European Directive on Electronic Commerce of 2000 and French Law), United Arab Emirates University, Journal of Sharia and Law, Twenty-fourth Year - Forty-Second Issue - 2010, pp. 32, 33.

³⁷ - Muhammad Ibrahim Arsan Abu Al-Haija, Alaa Al-Din Abdullah Fawaz Al-Khasawneh, previous reference, p. 33.

³⁸ - Khaled Mustafa Fahmy, Legal Protection of Computer Programs in Light of Egyptian Intellectual Property Protection Law No. 82 of 2002, Dar Al-Jamia Al-Jadida, 2005, p. 9.

these commands and instructions are in their original form or in another form in which they appear through the computer.”

The Uniform Electronic Transactions Act of the United States of America defined it as “a set of data, instructions, or commands that are used directly or indirectly in a computer to achieve a specific result”³⁹.

The World Intellectual Property Organization has defined it as “a set of knowledge or information expressed in oral, written, graphic, or other form, which can be transmitted or transformed into a form by decoding it using a machine that can accomplish a task or achieve a specific result using an electronic device or something similar that can carry out complex operations aimed at practical purposes”⁴⁰.

Based on the above, the owner of the online store can obtain the software.

1 - Software Sales Contract:

In order for the owner of an online store to obtain the software necessary to operate his store, he must purchase it and contract for it from the person who has the right to dispose of it, in accordance with the specifications provided by the owner of the online store, which are consistent with the nature of his work on the Internet. Thus, a sales contract is concluded between the owner of the online store and the owner of that software, and this sale is of a special nature⁴¹, because the ownership therein reverts to the physical medium on which the programs are loaded, such as a CD, or the computer itself is loaded with the programs required for the store to operate⁴².

This is without it being on the programs themselves, because ownership of them of course remains the right of its author, and when the author of the program is the real author, and when he produces it in a tangible physical form, then the law gives him the right to protection, meaning that the author here is the owner of the intellectual property right⁴³, the store here, if it obtains a copy of these programs, is only for its use without the right to exploit them, and it is not permitted to copy them for other people⁴⁴.

2 - The store owner's right to exploit the software:

For an online store to operate on the internet, there must be a set of software that the owner copies and provides to his customers over the network, enabling him to communicate with them and conclude contracts between them through the store. However, what we have learned from the above is that if the online store owner obtains the software through sale, he is only entitled to use it for personal use and does not have the right to copy it for others⁴⁵.

Fourth: The responsibility of the online store owner's customers:

We have explained that in order for the online store owner to operate online, he must have a set of specialized software programs that are compatible with the nature of his business. He contracts with the software's author to obtain them according to the specifications determined by the store owner himself. In order for the store owner to ensure the smooth running of his business and the successful completion of his transactions with his customers, he copies such specialized programs (such as shopping cart programs and electronic payment programs) and other programs that are difficult for the customer to obtain with the same accuracy and specifications as the online store operates, and presents them to customers⁴⁶.

Based on the above, the responsibility of the online store customer should not be overlooked if he causes errors on his part that occur while using these programs. Therefore, his criminal liability is established if he copies the programs in his possession and sells, rents, or imitates them with his knowledge and will, and thus the text of the aforementioned Article 181 of the Intellectual Property Law applies. The customer is also civilly liable if he commits an error that causes harm to the author of the program, whether this error reaches the level of a crime or not, according to the civil law, the tort liability also falls on the author of the program, if the customer commits an error that causes harm to the author of the program while using it. He is also liable

³⁹ - Uniform Computer Information Transaction Act, 2002, Part, General Provisions. Section 102, Definitions ,available at,

⁴⁰ - Muhammad Abd al-Zahir Hussein, Modern Trends in Protecting Computer Software, Dar al-Nahda al-Arabiya, 2000, 2001, p. 9, Alaa al-Tamimi, previous reference, p. 109.

⁴¹ - Muhammad Hussein Mansour, previous reference, p. 37.

⁴² - Michael, Dierks, Computer network abuse, Harvard journal of law, Volume 6, Spring Issue, p.1993.P322.

⁴³ - Julian JB Hickey-Robin Mathew-ChristOpher, E-commerce: Law, business and tax Planning, Jordan's, 2000, p121

⁴⁴ - Here the peculiarity of the exploitation license in the field of computer programs is apparent from the license to publish literary and artistic works, as in the latter case the licensee obtains the right to produce any number of copies of the work (with his commitment to printing and advertising), unlike the case with programs, Khaled Mustafa Fahmy, previous reference, p. 91.

⁴⁵ - Copying is defined according to the text of Article 138, Paragraph 9 of the Egyptian Intellectual Property Law No. 82 of 2002, issued in the Official Gazette on June 3, 2002, which defines it as “creating one or more copies identical to the original of a work or audio recording in any way or in any form, including permanent or temporary electronic storage of the work or audio recording.”

⁴⁶ - Ilham Muhammad Hamid, previous reference, p. 160.

on the basis of contractual liability against the owner of the online store, if the customer fails to fulfill his obligation to maintain the programs he obtained from the owner of the online store.

Conclusion:

At the end of our research, we reached a set of conclusions and recommendations, which can be summarized as follows:

Results:

1. The commercial establishment consists of intangible movable property designated for the conduct of a legitimate commercial activity, consisting of a set of intangible elements, some of which are tangible and some of which are material.
2. The online store has several characteristics; as it contains all the digital content available on the website, whether written, audio or visual, and the method of dealing through it, ease of use, and the follow-up of purchase operations through the integration of the data contained in the online store and what it provides in security in dealing with the site, the absence of hacks and maintaining the confidentiality of information, and providing secure and smooth electronic payment methods, free of technical or other problems.
3. We conclude that there is an essential element in the online store, which is the element of communication with customers. It is an essential element, just like the traditional store.

Recommendations:

1. We recommend that the Libyan legislator, when issuing a legal system regulating the sale of commercial premises, review the legislation of Arab countries that have regulated the subject of commercial premises, primarily Egyptian legislation, in order to avoid making mistakes and avoid shortcomings and deficiencies when issuing this law.
2. We recommend that the Libyan legislator issue a law regulating electronic transactions, similar to Arab legislation, including the Egyptian Electronic Signature Law and the UAE Electronic Transactions Law.
3. We also recommend that the Libyan legislator determine the nature of completing and preparing the information program, based on the request of the owner of the online store, as the store owner needs many programs that are consistent with the nature of the work of his store on the network, through which he can communicate with his customers, including electronic payment, electronic money transfer, and others.

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