

Received: December 2023 Accepted: January 2024

DOI: <https://doi.org/10.58262/ks.v12i2.268>

The Law Applies to the E-Authentication Service Provider “Comparative Study”

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Abstract

The subject matter of research in the law applicable to electronic documentation is one of the subjects that has not received legal and legal attention given the important role of electronic documentation and its relationship to its work, The study therefore sought to highlight this problem by indicating the existence of legal rules governing this issue. and to study these legal norms to demonstrate their lack, ambiguity, and ambiguity, "This study showed the apparent lack of legislation in most of the Arab States' legislation, including the Jordanian Civil Code, Not providing for the statement of the law applicable to the electronic authenticator.

Keywords: *electronic authenticator; International private relations; attribution officer; Attribution rules.*

Introduction

Significant challenges faced by the electronic environment to achieve confidence, security, and reliability in electronic transactions the search for technical means capable of achieving these requirements, As a result of these efforts, the most prominent electronic documentation agency, to be an incubator and sponsor of these electronic works, which came from the merger between computer technology and the information revolution This digital age has benefited different aspects of life by making it easier and easier and reducing the time and effort as well as the money to be spent, so I have taken this entity (e-documentation service provider) is a vital site as one of the most important machinery that has achieved outstanding success in this electronic environment.

The electronic documentation agency has been considered one of the most prominent electronic means and its most important tools to meet the challenges in this electronic world. This achievement of the electronic medium, authenticity, confidentiality, and reassurance of customers through it, motivated to make electronic transactions, the predominant medium in all aspects and areas of life.

This method, highlighted by the electronic environment (e-authenticator), must be informed by legal regulation consistent with technical and legal standards, to protect the parties through it and their rights, whether dealing with the authenticator, or with each other.

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This has led most States to establish the legal rules governing the entity's functioning, to provide reliability and reassurance to the parties dealing with this entity or through it, To do this only with the existence of rules and foundations for electronic documentation, the provider of the electronic documentation service is obliged to follow and follow them, Therefore, the difficulties faced by this electronic medium include not only the technical aspect but also the law. Legal norms are the result of international and global interests, resulting in the existence of many legal norms governing electronic documentation. The multiplicity of legislation governing electronic documentation has therefore brought to the fore the problem of conflict of laws, Because of its special international character, which is the result of the different nationality of the parties dealing with the electronic authentication entity and the applicant of the certification or authentication which may not be of the same State as the authenticator, The entity that processes and enters data via the Internet may be located in a third country.

Based on the foregoing, the criteria for special conflicts of an international character, whether legal or economic, have been achieved in this way or the process of elimination, resulting in and highlighting the problem of conflict of laws.

The Importance of Research

A statement of the legislation governing the electronic documentation authority represents the importance of this study in addition to the study of the relevant legal rules associated with this method to indicate the law applicable to the electronic documentation authority. The vagueness and the novelty of this topic are of particular importance to the researcher, as will the general importance of the society seeking to deal with this agency (electronic documentation authority)

Research Significance

This study aims to identify the legal framework of the electronic documentation service provider and to indicate the legal nature of the electronic documentation service provider.

Research Problem

The problem of study and research is to demonstrate the adequacy of the legal rules in Jordanian civil law and some foreign laws to determine the law applicable to the electronic documentation agency and the associated relations arising from dealings with the electronic documentation agency.

Research Methodology

In this study, texts will be extracted and analyzed and then compared with the many related and specialized who handled the work of the electronic documentation agency. In doing so, we have followed the comparative analytical approach in this study, and the jurisprudence in this area, which has been included in the studies and books, will be reflected. and, in addition, a study published on the Internet, Try to access the specific rules governing electronic documentation, on the subject of this study and research.

We will base our study in particular on the Jordanian Civil Code, the Jordanian Electronic Transactions Law No. 15 of 2015, and regulations and legislation relating to the electronic documentation agency, both international and international, which are important to the norms of UNESTRAL.

To address the problems related to the subject matter of this study, we must work to divide the research into researchers. In the first research, the legal nature of the electronic documentation entity will be addressed. In the second study, the law applicable to the electronic documentation service provider will be described.

Research Plan

The First Part

Legal Nature of Electronic Authentication

Due to the growing role of electronic documentation in this electronic medium which comes from the high technical and technological capacities as well as the financial capability to assist the Qaykum in the work entrusted to it. This prompted States that have taken the path of prosperity and development to turn to this entity for the protection of electronic contracting, encouraging customers to invest in these countries with confidence, reliability, safety, and reassurance, Since it is likely that this entity has a different nationality and is different from that of the State whose duty station will be or will be granted the consent to act In addition, our electronic authenticator's contracts are limited to internal transactions, but the scope of his work will be more generally international, This entails entering into the concept of international special relations, at the same time, indicating the nature of the entity's work and determining the nature of the entity as to whether it is a natural or a judgmental person. from the knowledge of the relevant law on relationships and ties associated with electronic documentation, Foreign status according to certain jurisprudence traces to a legal person any person who enjoys the nationality of a State other than the granting State. (Al-Hamad, Awad, p. 186) However, the criterion by which a legal person is used to indicate that a legal person is not a national has not been agreed upon by the scholars is followed by the standard of incorporation of the company, i.e. the legal rules on which the company was founded, and the other went to adopt the nationality of the members to give the company citizenship (Mohammed, Al-Asad, p 'ad, p 29). Others have taken the criterion of the main management center to determine the company's nationality, as stipulated in the Jordanian Companies Act No. 22 of 1997.

According to the foregoing, our consideration of this topic will be through the first examination in which we will address the concept of the electronic documentation entity and the extent to which it enjoys international legal personality. In the second examination, we will deal with the applicable law.

First Requirement: what is Electronic Documentation

To be able to indicate what the electronic documentation entity is, we must indicate the concept of the electronic documentation entity and do so only by referring to the concept of the electronic authentication entity, describing its definition and types, and describing the legal methods of establishing the electronic documentation entity, and then talking about the types of the electronic documentation service provider and finally the tasks of the electronic documentation provider.

Section I

E-Authenticator Concept

The precise definition of the concept of the electronic documentation service provider requires this study to describe the jurisprudence and legislative definitions stipulated by the legislatures and reached by the scholars to arrive at an exhaustive definition of the electronic authenticator by defining the electronic documentation provider; Also, the data to be available in the documentation service provider and the data required by the authenticator from the applicant must be addressed as follows:

The definitions of an electronic authenticator will be set out in this section, after which we will address the electronic certifier's organization and then distinguish between electronic certification.

First: Definition of Electronic Authentication

1. Definition of Jurisprudence

Defined as: "A natural or moral person who extracts electronic certificates and provides other services associated with electronic signatures, includes identification of the contracting parties and the retention of such data for a certain period, and is obliged to respect the rules governing his work, which are determined by the competent authority. (Nasser, Mahmoud, p. 349).

The electronic signature certifier also defines it as an independent and impartial public or private entity or organization that acts as an intermediary between clients; To document their electronic transactions by issuing the certificates required for them. This entity is called the certification services provider (Suleiman, Mahmood, p. 390).

It is also defined as: "A body or institution administered by a natural or moral person operating under the authorization of a State institution, whose function is to issue electronic certificates of certification and to link a person (natural or moral) with his public key or any other task related to electronic signature." (Al-Rabadi, Issa, p. 116).

As defined: "A licensed or accredited entity shall issue electronic certificates by electronic means to ensure that the data contained in the editor are correct or that the electronic signature ratio of the person who issued this editor is correct." ("(Al Bayati, Nadia, p. 264).,

2. Legal Definition

The Jordanian legislature has identified the electronic documentation authority as: "The licensed or approved authority of the Telecommunications Sector Regulatory Authority or legally authorized to issue certificates and provide any services related to such certificates by the provisions of this Law and Regulations and the instructions issued thereunder. "Article 2 of the Jordanian Electronic Transactions Act No. 15 of 2015.

As defined in the Executive Regulation of the Egyptian Law No. 15 of 2004 on the Regulation of Electronic Signature and the Establishment of the Information Technology Industry Development Authority, issued under Flight No. 109 of 2005. This Regulation was published in the Egyptian Fact Sheet, No. 115 of 2005.

3. Global Tariffs

- In article 2 (e) of the UNCITRAL Model Law on Electronic Signatures, the UNCITRAL Model Rules defined United Nations issuances, General Assembly, Commission adopted by the United Nations on International Trade Law, thirty-third session.

Section II

Types of Electronic Authenticators and Conditions to be Available

The researcher in section I of this requirement terminated by identifying what is meant by an electronic authenticator. Given the seriousness of the work carried out by this body, Jordanian legislators indicate the types of documentation agencies and the conditions that must be met to allow them to carry out their electronic work, the most important of which is the adoption of electronic documents, transactions, and certificates. In this section, the types of electronic authenticators will be described and these requirements will be set out in Jordan's comparative legislation:

First: A Licensed Electronic Documentation Agency in Jordan

In this type of authentication authority, the competent authority shall grant a license to this authority. Accordingly, it shall be legally authorized to issue electronic authentication certificates. It shall also be able to perform any services associated with this certificate by the Electronic Documentation Authority Regulation No. (11) For the year 2014 Jordan, accordingly, the Jordanian legislature has promulgated a special system regulating the work of the electronic authentication agency. Therefore, the authentication or certification authority must be licensed at a time that is accredited. Both conditions require, inter alia, the requirements of the application for the license, including the requirements of the application for accreditation.

The conditions for granting electronic documentation and certifying electronic transactions are as follows:

A. General Licensing Applicant Conditions

1. The Jordanian legislator has restricted the electronic documentation authority to a legal person who may be a company with specific liability or a private or public contribution.
2. This entity or legal personality must be registered in Jordan.
3. The Jordanian legislature has not allowed the ordinary person to exercise the profession of electronic documentation.
4. The Jordanian legislator identified the company's capital to achieve the physical protection of its clients.

B. Special Licensing Applicant Conditions

1. He is not sentenced to a misdemeanor against honor.
2. Not sentenced to bankruptcy.

Second: Be An Authorized Electronic Authenticator

This type of electronic authentication entity does not have a working center in Jordan but is permitted to carry out the work of documentation and issuing certificates in Jordan after complying with the necessary conditions, as stipulated in Regulation No. 11 of 2014 in Article 5/1, where it is granted accreditation for the exercise of this work. Until this license is granted, certain conditions are required:

1. The duration of this company's work must not be less than three years in this.
2. To abide by the State's legislation granting its consent to engage in the work of electronic documentation.
3. To have a commercial agent in the Kingdom.
4. The applicant must be a judgmental person.

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Third. The Legally Authorized Entity.

The Council of Ministers approves the exercise of its functions as an entity conducting electronic documentation work, which is restricted to certain governmental or official bodies or municipalities. Accordingly, two conditions are required for such a body, which is legally authorized by the Jordanian Electronic Transactions Act in Article 16, as follows:

1. Cabinet Approval
2. Be a government, municipal, or public official entity.

Based on the foregoing, authenticators are limited to three types: (authorized, licensed, and accredited) and each of these three types must meet certain conditions commensurate with the nature and type of electronic authentication entity. One of these species, however, is characterized by a distinctive and individualized international character. To carry out its licensing in one State and adopt it in another to carry out electronic documentation work. As a consequence of the emergence of a special relationship international character, is a powerful impetus for the inclusion of this relationship in the subject of conflict of laws, which requires the search for applicable law. This is done only through a statement of the functions and actions of the documentation agencies. It is important to investigate these tasks and duties to know the law applicable to the relationships and linkages associated with the agency's functions.

Section III: Obligations of Electronic Authentication or Certification Entities

To ensure the credibility of electronic transactions and the functions performed by the electronic authentication service provider, which necessitated the development of highly precise technical rules consistent with harmonized legislative legal rules, thereby achieving a high degree of confidentiality, confidence, and security, by confirming the authenticity of the

contracting parties' signatures, eligibility, personality and identity of contracting parties and dealers of electronic documentation (Hamoudi, Nasir, p. 349). These duties, which are numerous and varied, are mentioned respectively as follows:

1. Giving E-Documentation Certificates to Customers:

The granting of the Electronic Authentication Certificate is one of the most important functions of the Electronic Documentation Service Provider of all time. This is the key role played by this certificate in attributing the electronic signature to the signatory holder or the issuer of this signature (Hamoudi, Nasir, p. 354).

This is done by linking the public and private keys issued by the holder of this key, which must be compatible and identical with the public key. This is only done by the electronic authentication certificate, which serves as an electronic message that can verify both the public and private keys, which confirms that this process and this procedure were correct (Casey, Zahira, p. 226).

2. Do Not Disclose Customers' Secrets.

One of the duties and tasks to be performed by the electronic documentation agency is not to disclose customer secrets from customer data and information and this is achieved only through an efficient system that prevents any hack into the information reached through the client, The higher the security system, the greater the authentication achieved by the e-authentication provider. Thus, informing others of the privacy and confidentiality of this information without the client's will entails contractual liability, And a sanction for the provider of electronic documentation service (Obaidat, Mohammed, p. 179)

Given the importance of this function, the majority of legislation sought adequate legal information on the documentator's work. Through the obligation of the provider of the electronic documentation service, only upon the consent of the stakeholders or in the event of an agreement to allow access to such information and evidence without the consent of the parties involved. This is provided for in the legislation governing the electronic documentation process, including the Jordanian legislature in the Electronic Transactions Act.

International conventions have taken this direction and the European legislature, through the European Directive, stipulates that article (2/8) obliges the electronic authenticator to maintain the confidentiality of data, in particular that relating to the client's person.

3. Issuance of Electronic Keys

The work of the e-documentation service provider is not limited to the development of certificates of authentication or non-disclosure of data and information of a personal nature or that has been agreed not to disclose it obligations and functions of the electronic documentation service provider, Creating a secure environment and doing so only through the so-called encryption process that allows non-public and private key owners to access its content only to those who have the key to decipher it and transform them into readable and understandable texts, achieving safety and security for clients and contractors with notaries (Al-Talaqah, Mohammed, p70-75)

4. Powers to Suspend and Cancel the Certificates Issued by the E-Authentication Service Provider

If there are reasons for suspending the e-authentication certificate, either by the e-authentication provider or by the client who granted it, the documentation provider must

follow the legal procedures for the operation of this procedure and to stop or disable the electronic authentication certificate as well as the client's duty to follow these procedures. There are numerous cases where the client can cancel this certificate, including the end of the purpose and purpose of obtaining this certificate. Such cancellation may also be made by the e-authentication service provider, including the receipt of false or incorrect information from the client's person and technical or substantive changes in the information provided by the client relating to the rights of others. This is stipulated in Chapter I, paragraph 1, of the Tunisian Trade Code in the Annex on Technical Specifications and Standards.

5. Apply Technical Standards for the E-Authentication Provider's Work

6. Indicate the Place and Time of the Conclusion of the Contract

This task is one of the most important tasks of the electronic documentation agency and therefore for many reasons it is important to determine the law applicable to the dispute before the judiciary and at the same time to determine the limitation period of obligations and rights, if the authenticator has a significant burden of access to the right and regulating the relationship between the contractors, as the proof of the right.

After the researcher described the distinctive role of the electronic documentation agency, it became clear that this agency plays the role of an intermediary between the parties involved to investigate reliability between them as a credible and impartial party. These acts are carried out only after obtaining accreditation and licensing from the competent authorities after the conditions for granting the license and accreditation have been met. These conditions differ from one State to another. This has created a situation of conflict of laws. Some legislation, including the Jordanian legislature, stipulates that any person who engages in this work shall be a legal person. This body must carry out its work entrusted to it under the supervision of the State which monitors its actions within the provisions of its system and what are the duties entrusted to it This authority also issues an electronic certificate taken from the electronic information record of the contracting persons through which the identification of the signatory or contractor that is subject to certain conditions must be made available to anyone who applies for accreditation or license to be allowed to perform electronic documentation work.

This entity whose most important work is the issuance of electronic certificates. Based on this certificate, the addressee can know the addressee's identity and the validity of his electronic signature.

A legal, arbitrary, or moral person is a "group of persons with a formation aimed at a particular purpose, or a group of funds allocated for a particular purpose to which the law deprives the personality and is an independent and distinct person from persons who contribute to or benefit from its activity, such as the State, the association, the company, and the enterprise".

The Second Part is the Legal Nature of Electronic Documentation

The high-profile work of the e-documentation service provider has given it an important and outstanding place at the international level, especially in electronic business and business relations. international contracts ", which made it into many international contracts, because of the nature of its work, which went beyond the domestic national framework of international special relations, which may be due to their place of registration or their place of work That entity may be registered in a State and perform its functions and duties in another

State; As a result, it belongs to more than one legal system, highlighting the problem of indicating what law is competent to regulate the company's work first and then the relevant law to grant the issuance of certificates electronically and finally the relevant law on the contracts it entered into with the e-documentation service provider. Based on the foregoing, this study will examine what law applies to electronic authentication entities within the requirements of the law applicable to the certification body and the law applicable to electronic authentication entity contracts.

The First Part

The Law Applicable to the Certification of the Authenticator

The Jordanian legislature in its domestic legislation, including the system of licensing and accreditation of electronic authentication entities, requires that they be legal persons. A natural person is not entitled to perform the work of issuing electronic certificates unless it is a company registered in Jordan and has the Ras Mala and this company must be a public contribution. or limited liability, so the legal personality cannot operate as a provider of electronic documentation services. only after obtaining approval for these works and meeting the requirements and requirements for their registration, So you must be subject to the legal system of a State. How will this State be determined and how will the legal system be determined on which basis will the license be granted to the e-authentication provider? The answer to these questions has made us look for the most important controls to access the relevant law on this relationship of an international character of a citizenship officer, for many important reasons:

The moral person must have a nationality of his own, as it has become a recognized principle to give citizenship to the company, Through which we can access the legal and political association of the legal person and the relationship between this body and a particular State. Through this attribution, we can access the law governing its entity such as the establishment, dissolution, or regulation of electronic documentation operations until the applicable law is determined. What are the criteria for determining nationality and citizenship criteria for electronic documentation: (<https://www.a7wallaw.com/11792>)?

Section I: Criteria for Determining Nationality for Electronic Documentation

First, the criterion is based on the company's place of incorporation.

Citizenship is conferred based on this criterion by the law of the State on which the electronic authentication authority was established, or based on the company's birth certificate issued by the law of a particular State. The nationality of that State is conferred on the electronic documentation body. Jordanian legislation has acted by this standard. (<https://www.a7wallaw.com/11792>)

II: The Criterion Based on the Concept of the Contract

This criterion has given the parties a great role in choosing the relevant law on the contract of the establishment of the company, through the will given to the parties the law to be resorted to in any dispute relating to the establishment of the company or the work to be done.

Criterion Based on the Selection of Social Partners and Managers

According to this trend, the applicable law is determined based on the partners' nationality law of this company or the electronic authenticator who sought to establish this company

This criterion cannot be achieved, however, because the company's partners may have diverse nationality, resulting in difficulty in nationalizing the company out of many nationalities of those partners whose nationality may be diverse and multiple, and the Jordanian legislature in the Trade Code has refused to adopt this trend. (Al-Hadawi, Hassan, p. 386).

IV: The Criterion of Decision Status

This standard is based on the Officer of the Centre for Issuing Basic Instructions and Orders relating to the Company's Business or Electronic Documentation Agency (Hamad, Awad, p. 186) to determine the nationality of the Electronic Documentation Agency, which is mostly linked to the principle of regionalism. (Praise, Mr. P. 186) Accordingly, the place where orders and instructions are issued determines the nationality of that company. Naturally, that place is linked to a particular State, and the law of that State is the subject of that company as a subsidiary of that corporation by its nationality link. (Abu al-Ala, Al-Nimr, p. 207). If the authenticator has issued its decision from its duty station in Jordan, and there has been a dispute tainted by a foreign element related to the work of the electronic authenticator or the establishment of the company, Jordanian law will be applied in this case, and also if this authority has (Electronic Documentation Authority), multiple nationalities. The applicable law of these nationalities determines through this officer the status of the decision (Hamad, Awad, p. 199).

Based on the foregoing, the researcher considers that the multiplicity of these criteria for the citizenship of the electronic documentation entity has created a problem, namely, the multiplicity of criteria for the reliance of nationality on the documentation entity, which is reflected in the impact on the applicable law. Therefore, it is necessary to consolidate international efforts to come up with one criterion to determine the applicable law through this officer.

Section II: Scope of E-Authenticator's Nationality Law by Previous Standards

Since the domicile acts as a citizen according to the preceding criteria, this law governs the following (Honourable, Awani, p. 23).

The company's legal system in matters of equity value, capital, and the subject of incorporation or establishment of the company

Board of Directors and its composition.

General Assembly Meeting.

Vote on the Board of Directors to increase the capital.

Company's purposes, solution, and liquidation.

Second Requirement

Law Applicable to Contracts Entered into by the Electronic Authenticator

In the first requirement of this study, we set out the law applicable to the establishment of the company and the system applicable to the electronic documentation entity of an international character. However, this issue has not ceased at this point owing to the multiplicity and diversity of relationships and linkages of the electronic authenticator, The nature of the work of this agency requires the conclusion of international contractual relations, making such disputes between the partners themselves or between the company and the State of establishment, but also with the parties or contractors of this company to

obtain its services, which is one of the most important of which is the issuance of electronic authentication certificates. therefore the question of the search for the relevant law took a wide range of such contracts and links to the electronic notary, despite the previous standard attempt (Citizenship Officer) to resolve this problem and to give this standard to all relationships and links related to electronic documentation But this officer was not sufficient, especially in the contractual relations between the electronic documentation agency and the parties dealing with the electronic authentication service provider. This motivated the search for an officer commensurate with this type of relationship, In this direction, the voluntary officer, who has taken a prominent and distinctive place as his custom to determine the applicable law concerning the contractual obligations arising between the e-authentication service provider, the company's partners and the client, has emerged.

Section I

Forms of Expression of Will

Concerning Article 20 of the Jordanian Civil Code, this article sets out the regulations by which the law applicable to contractual obligations is determined, including the common home of the contractors if they are united as a home country, the law of the State in which the contract was entered into is confidential. This is unless the contractor agrees otherwise.

So if there is a disagreement between the customer and the electronic authentication destination with contractual relations, or with a partner, the applicable law is what the parties agree on whether the customers or partners and this agreement must be expressed or implied

Based on the foregoing, our consideration of this topic will be through section I, which we examine through explicit will, and section II, which deals with implicit will.

First: The Express Will of the Contractors to Choose the Applicable Law

The express expression of will is made directly through the disclosure of the same will of the complainant. In other words, the appearance he has taken reveals the will and informs others about that will (Al-Jabouri, Mohammed, p. 76). The expression of will is explicit if the manifestation it has taken - in words, in writing, in reference, or so - is one of the subjects in itself to reveal this will as customary among people and the acquaintance (Hakim, Abdul Majid, p. 193). The express expression may be transparent, or through wording indicative of meaning. Words may be directly through this tongue and may be performed by telephone and may be done by sending a messenger who is not a deputy. Finally, by adopting any other position, the circumstances of the case do not give any doubt as to the truth of the intention. The presentation of the merchants' goods to the public, together with a statement of their price, is an explicit positive. Article 94 (1) of the Jordanian Civil Code stipulates this. An express expression of writing as its physical entity which is easy to prove and interpret in any form, customary or official, in the form of a bond, book, leaflet or advertisement, signed or unsigned, written by hand, typewriter, printer or in any other way, maybe of origin or image. The express expression is also by customary reference. The unambiguous expression of the muzzle is an express expression of its will, and any suggestion from the non-muzzle humbled people that it has a special meaning is an explicit expression of will, head shaking vertically indicative of acceptance, shaking it horizontally or shaking the shoulder indicative of rejection (Ehuhani, Husam, p. 78-79).

According to the foregoing, there can be no specific image or means of expressing express will.

The expressions of express will that may be within the contract signed between the Contracting Parties and T of this Agreement are clearly and unambiguous.

Based on the foregoing, the law authorizes the parties to be granted the right to choose the applicable law. These parties are not only specific to natural persons. One of the persons considered may therefore be that the provider of the electronic documentation service can agree with the partners between them or between the dealers on the applicable law within one of the means that clearly and clearly express the will.

One scholar has decided that: "The best tool for ensuring the legal certainty to be provided by law is to give the parties the right to choose the law applicable in the event of a dispute. (Random, Ahmad, p. 83) "

The researcher has described the role of explicit will by defining the law applicable to the relationship related to this topic and finding that the judge in his work of the law applicable through explicit will does not raise any practical problem as the judge applies it However, the difficulty arises when searching for the applicable law by the implied will of the parties. Therefore, the concept of the implicit will to access the applicable law will be defined in section II.

The express choice of law applicable to the subject matter of the contract does not raise any problem, but this problem manifests itself in clear terms if the express choice is not made, to demonstrate the so-called implied will. The applicable law may not agree to ignore this or their intention to leave this matter so as not to affect the conclusion of the contract.

In the implied will through which the contractor's will is disclosed indirectly, the fact of the intended meaning cannot be inferred by the means used in the expression because it does not itself directly indicate the contractor's will, but the presumption of this will can be found and extracted from several circumstances and factors (Egyptian, Walid, p. 182).

The disclosure of the will is done through many indicators and factors, including:

1. Existence of text taken from the law of a particular State in the contract
2. Requirement that any dispute is subject to the jurisdiction of a particular State's court (Al Dawdi, Ghaleb, p. 217)
3. If the Contractor uses the terms of the law of a particular State in establishing the contract (Al Daoudi, Ghaleb, p. 218).
4. Place of payment, place of performance of obligation, location of money or subject matter

According to the foregoing, the extraction of will is done through the actions of the person, and therefore the disclosure of the will is done indirectly through signals that show and show that will. (Zahran, Hamam, Sr. 72) The Jordanian legislature stipulates that: "It is the expression of will that manifests itself by word, writing and the usual reference that is known, albeit not to mention, and by the actual exchange that indicates consent and by taking any other conduct that does not leave the circumstances of the situation doubting the consent provided for in article 93 of the Jordanian Civil Code." The Egyptian legislature expressly stipulates the implicit expression of will in Article 90/2.

Based on the foregoing, we believe that the Egyptian legislature expressly stipulates the implicit expression, unlike the Jordanian legislature.

It should also be noted that the original expression of will is expressly expressed and excepted by the expression through a set of evidence, evidence, and factors. This highlights the judge's discretion, not the manifestation of the implied will.

Based on the foregoing, the determination of the applicable law is based on the text of the article. (20) of the Jordanian Civil Code is done through the will of the Convention Law authorizes contractors to agree on the determination of the applicable law, whether before or after the conflict, It must be emphasized that this will is either explicit or implicit in determining the applicable law in the event of a dispute between the e-authentication service provider and the customers, or between the partners themselves who have created this legal personality.

Conclusion

In this study, we examined the electronic documentation agency and its role in achieving the principle of reliability and security for parties involved in the electronic environment, in particular commercial transactions, through which we addressed the definition, types, and requirements of the electronic authentication authority, as well as the law applicable to the electronic documentation entity. We have also explained the criterion on which access to the law applicable to relationships and links with the electronic authenticator is based.

The study concluded with a series of conclusions and recommendations, highlighting the importance of electronic documentation for the development of the electronic transaction process, particularly about electronic commerce.

Conclusions and Recommendations

First: Results

- 1- The importance and role of electronic documentation in the development and development of electronic transactions.
- 2- The absence of an exhaustive definition of electronic authentication.
- 3- Different legislation and regulations relating to the creation of the electronic documentation entity
- 4- Different criteria were adopted to determine the law applicable to the electronic authenticator.
- 5- The absence of legal rules specifying the law applicable to the requirements of the authenticator's establishment. Electronic.
- 6- The absence of legal rules to determine the relevant law on contractual relationships and linkages between e-authenticators and customers or partners.

Second: Recommendations

- 1- Developing an overarching definition of electronic documentation
- 2- Develop uniform rules on the subject of establishing an electronic documentation entity.
- 3- Develop criteria for determining the law applicable to the electronic authenticator.
- 4- Develop legal rules that determine the law applicable to the conditions for the establishment of an electronic authentication agency.
- 5- Establishing legal rules that determine the relevant law on contractual relationships and linkages that arise between e-authenticators and customers or partners.

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