

## Legislation Policies on Error of Electronic Contract

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**Abstract:** Electronic error has brought huge disadvantages for parties of contracts. Hence, various countries have enacted rules within international, regional and national levels in order to prevent from such errors and huge damages. The main question of this study is related to the situation of electronic contract at the time of electronic error occurrence. The mentioned issue has been evaluated based on the perspective of relevant legal regulations so that it would be possible to withdraw from a part of contract in some circumstances in which error is occurred and it would be possible to correct the contract if there is an error in electronic contract.

**Key words:** Electronic error, electronic contract, legal rules, types of electronic error, national level

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### INTRODUCTION

Electronic error has brought huge disadvantages for parties of contracts. Hence, various countries have enacted rules within international, regional and national levels in order to prevent from such errors and huge damages. Of course, those countries that have not enacted specific rules of error of electronic contracts have the same general rules of error and mistake of traditional contracts ruling on electronic contracts and their errors (Mohammadi, Morteza, 2014, electronic contract signing; Comparative study in Islamic)

#### **First Speech: Error occurrence in electronic contracts:**

In general, error might occur in two types. The first type of errors occurs by a natural person. This type of error includes two types; in type one, a natural person tends to purchase but makes a mistake in terms of type and number of order; these types of errors are called Input Error in statute book. For instance, purchaser enters number 1 twice as number of order and registers number of orders of phone 11 instead of 1 so that number of order is registered 11.

There is not any tendency to purchase in second type. The obvious instance of this type is related to errors in which purchaser has passed steps of contract signing and is about to withdraw from signing at the final step of confirmation but suddenly presses the Enter key and order is registered. These types of errors do not have any title within regulations of electronic trade but they are named as "Absolute Error" by one of the legal authors Habibzade, T., 2011, IT law, contract law in the context of

electronic contracting (A Comparative Study), Tehran, Majlis Research Center, First Edition, Volume 2, Winter 2011) while these contracts are not correct due to the lack of intention (Christina Hultmark Ramberg, The E-Commerce Directive and Formation of Contract in a Comparative Perspective, Global Jurist Advances, vol.1, 2001). Automated message system will error in second state.

**Second Speech:** Specific legislation policies in scope of electronic error at regional and international levels

This part of present study has a comprehensive view on legislation space in scope of occurred error within electronic contract signing at regional and international levels.

#### **First clause-convention on the Use of electronic communications in international contracts:**

This Convention predicts possibility of error occurring in electronic communications between parties also issues some regulations in accordance with high risk of error occurrence within electronic contracts than traditional contracts (Rezaei, A., 2007, the 2005 United Nations Convention on the Use of Electronic Communications in International Contracts, MA thesis in private law of Shahid Beheshti University, Law School, Summer 2007).

The Article 14 of this Convention states "Where a natural person makes an input error in an electronic communication exchanged with the automated message system of another party and the automated message system does not provide the person with an opportunity to correct the error, that person or the party on whose

behalf that person was acting, has the right to withdraw the portion of the electronic communication in which the input error was made". In this regard, some points should be mentioned as follows:

**About meaning and effects of withdraw:** Convention has applied the concept of withdraw to prevent from effects of traditional mistake. In fact, effects of traditional mistake include right to terminate the contract or nullity of the whole contract in some cases while it is possible in electronic error to terminate just the part of message that includes electronic error so that the other parts are remained. The expressions of right of withdraw mean that it is not possible to correct the mistake part while that part should be omitted or remained without any right to correction (Mohammadi, Morteza, 2014, electronic contract signing; Comparative study in Islamic jurisprudence, Iranian law and the Geneva Convention 2005, Qom, Mofid University of Qom, first edition).

**Conditions of withdraw from electronic error:** There are five conditions to use right of withdraw; Convention on Electronic Communications does not limit the withdrawal possibility to a specific point but the right of withdraw can be used at any time in which; enterer notices the error with following conditions of this Article. It means the person can withdraw from the contract even notices the error at the time of receipt the product. On the other hand, it seems that application of withdrawal right is not permanent since it is not any considered time for application of withdraw right but is mentioned that the party should notifies as soon as possible that he or she has not used or received benefit from goods; hence withdrawal possibility is not permanent. The mentioned conditions are explained through the following clauses.

**Restrictions on contract parties:** Convention is only included error within communication between a "natural person" and "automated message system" under the condition in which error is occurs by natural person not by a system like a case in which, the person enters to the website of Amazon Shop and orders a product. Accordingly, the occurred error is not related to the automated message system (Article 14. Error in electronic communications: 1. Where a natural person makes an input error in an electronic communication exchanged with the automated message system of another party and ) and it is out of the scope of Convention so domestic rule is responsible to make decision ( Polanski, P. Z., 2008, international electronic contracts in the latest United Nations Convention, Kaviar MirHossein Trans, International Journal of Law and Journal of International

Legal Affairs Vice President Legal and Parliamentary Affairs, Issue 39, Autumn-Winter 2008). On the other hand and in representative cases in which a person signs an electronic contract on behalf of another person, error possibility is related to that person whose behalf the other person inputs incorrect information not related to the person who input error.

Of course, this restriction is not reasonable and it would be better that Convention corrected the restriction condition of contract parties so that it could cover any type of error either occurred by natural person with or without intention or error system. However, it is possible to permit withdraw from error part because of lack of intention when an absolute error occurs. The base of this verdict is priority comparison so that it would be possible to withdraw from contract when there is no intention in accordance with priority comparison because it is possible to withdraw from contract when the error is occurred with an intention (Habibzade, T., 2011, IT law, contract law in the context of electronic contracting (A Comparative Study), Tehran, Majlis Research Center, First Edition, Volume 2, Winter 2011).

**Lack of opportunity to correct error:** Convention do not force system (Article 14:.... and the automated message system does not provide the person with an opportunity to correct the error) holder to recognize and correct errors but considers granting right of withdraw from error to the person who has made an error as a guarantee for implementing the lack of prediction of error correction in system. Convention considers some conditions for a person who commits error in order to make a remedy for person (Convention has not considered any condition to identify and correct the effects of violation because it was not practical to determine regulations for all these case since different legal systems have different opinions about this issue and it is not simple to implement all of them).

This is fair for both parties of contract; if system gives this opportunity to correct error the person should correct the error while the error is accepted if the error is not corrected due to any reason so that there is not possibility to withdraw from error. On the other hand, the risk of any type of error, if there is not possible to correct error, is the responsibility of holder of automated message system.

**Warning of error and time limitation for withdraw from electronic communication:** According to Convention, a person or whose behalf that person is acting notifies the other party of the error as soon as possible after having learned of the error and indicates that he or she made an

error in the electronic communication (Article 14 (1)(a) The person, or the party on whose behalf that person was acting, notifies the other party of the error as soon as possible after having learned of the error and indicates that he or she made an error in the electronic communication; and). The electronic communication is valid for the person until the other party has not received this message (Elsan, M., Rezaei, A., 2007, a general analysis of the United Nations Convention on the Use of Electronic Communications in International Contracts (with emphasis on accession of Iran), Journal of Commerce, Issue 45, Winter 2007). Convention does not state to notify error as soon as possible but states to notify the error at the first opportunity to holder of system (Karimi, S., 2014, Convention on the Use of Electronic Communications in International Contracts, Tehran, MIZAN Pub., first edition, Winter 2014). However, many believe that 24-h respite is enough ( F. F. Wang, Law of Electronic Commercial Transactions, 1st (ed), Routledge, 2010) while it seems that this first opportunity is until the person has not received any benefit from goods or services. For instance, sometimes person who has made an error might not have a communicational tool and error notification is prolonged. Therefore, it would be better to consider minimum and maximum levels for this issue in order to prevent from judicial interpretation problems in this case. Hence, there can be difference between instant and non-instant communicational methods in order to eliminate ambiguity of the concept “as soon as possible”. In other words, it should be clarified in rules of instant communicational methods such as chat room or phone etc., in accordance with that contract is signed when data message is sent to addressed person, that “as soon as possible” is related to the time duration in which it is possible to make a communication with the addressed person ([https://en.wikipedia.org/wiki/Instant\\_messaging](https://en.wikipedia.org/wiki/Instant_messaging)) soon after sending data that includes error in order to notify error. Hence, minimum and maximum of this method can be considered between 1 min to one 1 h. In accordance with more power of sending theory than signing time of contracts with non-instant methods, “as soon as possible” is that time in which error receiver accesses to the data message that includes error so that that person is able to notify the addressed person about error; in other words, the minimum and maximum of this method is considered between 1-48 hours in each case.

**Not benefit from goods, services or profit obtaining:** This condition is realized after the delivery of goods like where software is downloaded or sent through an e-mail or delivered to a person. In these conditions and accordance

with Convention, The person or the party on whose behalf that person was acting, has not used or received any material benefit or value from the goods or services, if any, received from the other party (Article 14 (1) (b). Otherwise, there is no right to withdraw from that part of electronic communication including error. This condition is mentioned for the case in which the person who has received error is not able to benefit from unfair conditions through withdrawal from whole or a part of electronic contract. For instance, the person should respect the rights of system holder and other party if he or she wants to apply the right of withdrawal after receiving the goods.

There should be a difference between digital and physical products in terms of lack of benefit from goods and services. It can be stated that purchaser has used the digital product or benefited from it when it is delivered but unpacked.

According to the current electronic trade world, digital product is a general phrase to introduce any product that is stored, delivered or exchanged through an electronic method) ([http://www.webopedia.com/TERM/D/digital\\_goods.html](http://www.webopedia.com/TERM/D/digital_goods.html)) and have specific feature of digital products such as intangibility, exchangeable within virtual space, exchangeable without destruction of initial product, immediacy, storing, fast update, interaction between producer and consumer, need to storage and etc., (Calcano, Maria A., classification of E-products Under THE WTO System, Submitted In Partial Fulfilment Of The Requirements For Degree Of Master Of Electronic Commerce At Dalhousie University, May 2013). It seems that benefiting from relevant contracts to these products is intentional. It means that purchaser would benefit from an ordered digital product that is available for that person because digital products that are instantly stored in computer system of purchaser can be exchanged without destruction of initial product, can be up to date rapidly so that this rapid can cause removal of the initial product so that it cannot be usable ([http://www.webopedia.com/TERM/D/digital\\_goods.html](http://www.webopedia.com/TERM/D/digital_goods.html)) Hence, it would be possible to copy these products in several versions in a short period (Dastanpoor, M. I., 2013, e-commerce in the World Trade Organization (WTO), MA thesis in the field of international trade law, ShahidBeheshti University, School of Law, 2013),

Therefore, if these products are purchased or sold through contractual methods such as websites, e-mails, chat rooms, etc., and there is an error or mistake in their purchase and sell, it is assumed that consumer has ordered these products and they have delivered through e-mail or download to the consumer and it is automatically assumed that products have been used by consumer even

if it is not correct. Of course, the versus situation can be proved too; it means that when consumer (purchaser) is not able to use or benefit from the product based on the conditions of contract, previous negotiations of parties or international trade norm then purchaser can withdraw from contract.

The relevant conditions to existence of benefit or lack of benefit should be clarified in order to prevent from different judicial or legal interpretations. In this regard, it would be necessary to consider as specific conditions of contract including occupation of consumer, the reason of order, type of use of product, publicity or specialty of product, number of previous purchases of consumer or seller, being an old or modern product, etc.

**Lack of opposed text:** The last condition of Convention about possibility of right to withdraw from an error part of electronic contract is that nothing in this article affects the application of any rule of law that may govern the consequences of any error other than as provided for in paragraph 1; otherwise, the Article 14 is not applicable Article 14 (2) For instance, one of the members of Convention might consider electronic error in contract as a violation of the whole part of contract. In this way, the regulations of Convention are not applicable (Mohammadi, Morteza, 2014, electronic contract signing; Comparative study in Islamic jurisprudence, Iranian law and the Geneva Convention 2005, Qom, Mofid University of Qom, first edition)

**The consequence of realization of considered conditions:** If the all mentioned conditions exist, that person or the party on whose behalf that person was acting, has the right to withdraw the portion of the electronic communication in which the input error was made (Article 14 (1). The concept of “withdraw” is used intentionally instead of similar concept of “nullity of effects” and other concepts in order to preserve validity of contract.

Although Article 14 of Convention has not stated the consequences of right of withdrawal, but it might happen that all the communication is invalid or the contract is not formed in accordance with the withdrawal and conditions. For instance, if the part of contract that includes error and the person wants to withdraw from that part is related to the nature, price or quality of product while there is not enough intention of electronic communication, the contract is not formed according to the clause 1 of Article 14 of Convention on the International Sale of Goods 1980 (CISG). On the other hand, if the withdrawal is related to a subject that is not considered as basic elements of

contract, the mentioned part is not necessarily led to invalidation of the whole contract (Elsan and Subbaty, Contract Formation Using Automated Message System: Survey of Islamic Contract Law, Arab Law Quarterly.2009).

**Second clause-instructions of european union:** Instructions of electronic trade of Europe include many of relevant titles to electronic trade (Christina Hultmark Ramberg. Op. cit). Two options of these instructions are more important and are related to the subject of electronic contracts. These options are explained in this part of study.

**Directive of the european parliament and the council of 20 may 1997 on the protection of consumers in respect of distance contracts:** (DIRECTIVE 97/7/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 1997 on the protection of consumers in respect of distance contracts: Available at: <http://eur-lex.europa.eu/legal content/EN /TXT/PDF/ ?uri = CELEX: 31997L0007 and from = EN>). In this directive, conditions of formation of electronic contracts and methods of acceptance and protection of consumer are considered while there is not any explanation about electronic error ([http://www.austlii.edu.au/au/legis/cth/consol\\_act/etal\\_999256/](http://www.austlii.edu.au/au/legis/cth/consol_act/etal_999256/)). The right of withdrawal is mentioned for at least seven working days in Article 6, in which the withdrawal right is different with right of withdrawal happening because of error in electronic contracts of Conventions E.C.C, UETA, UCITA and other rules. In fact, specific electronic contracts demand for special supports from contract signers. The right of withdrawal for purchaser within signed contracts is an example of consumer protection in cyber space. This right would give an inherent and fixed right to consumer.

Relevant European directive to the electronic commerce adopted in 8 June 2000 (Council Directive 2000/31/EEC, “On Certain Legal Aspects of Information society services in Particular Electronic Commerce, in the Internal Market (Directive on Electronic Commerce)”. Available at : [http://www.wipo.int/wipolex/en/text.jsp?file\\_id=181678](http://www.wipo.int/wipolex/en/text.jsp?file_id=181678)) The issue of electronic error is not clearly considered but it is implied in this directive. This directive includes specific regulations in field of giving right of notification and transparency so that consumers are entered into the transaction with a complete satisfaction and information (Indira Carr and Richard Kidner, Statutes and

Conventions on International Trade Law, Fourth Edition, London, Cavendish Publishing, 2003). This directive also includes regulations about complete information about compensation.

According to clause 2 of Article 11 of Electronic Commerce Directive the a party who notifies the error is not responsible and “the service provider should makes available to the recipients of the service appropriate, effective and accessible technical means allowing them to identify and correct input errors, prior to the placing of the order. Although it is possible to have such protection except contracts between traders, but it is required to apply that in contracts of consumer(Article 11(2)

Contrary to UTEA and UCITA Law, European Directive of Electronic Commerce has not expressed any clear point about legal effects of electronic text and sign, concepts of “receipt” and “access ability” of electronic data message and effects of mistake in notifying the error in electronic contracts. This Directive also has not determined the effects of lack of respect “safety principles” within internet base. The first solution for member state is to follow Article 20 that directs owners of internet bases to prepare effective and appropriate guarantees (Rowland. Diane, Macdonald. Elizabeth, Information Technology Law, Third Edition, Published in Great Britain by Cavendish, 2005).

According to this issue, it is clarified that European protection of consumer in electronic commerce is hardly separated. European legislator has approved a legal frame in field of electronic commerce but has not considered relevant issues to these transactions; these issues are solvable only through selection of rules from other legal documents. Hence, European Union should conduct required measurements in order to facilitate communications within cyber space socially about electronic contracts.

**Third clause-UNCITRAL Model Law on Electronic Commerce and its Guide:** Assessment of UNCITRAL Model Law on electronic commerce indicates that although this document has not considered any Article about error in electronic contract but has implied this issue. UNCITRAL Model Law has assesses the relation between data message and error through Article 13; Paragraph 5 of this Article specifies that addressed person can act based on this assumption that data message is coordinated with what originator tends to send it (Ahani, B., 2005, approval and conclusion of electronic contracts, PhD thesis in private law, faculty of law and political science at Tehran University, March

2005).

If the addressed known that the desired method was respected, then that person could not have any objection towards the error in content of sent data message and what is sent. According to the guide of Model Law (paragraph 4), it is interfered that addressed person can act based on the electronic data message if there is a good intention or lack of notification about error. However, the addressed is not able to act based on the error (Henry D. Gabriel, The New United States Uniform Electronic Transactions Act: Substantive Provisions, Drafting History and Comparison to the UNCITRAL Model Law on Electronic Commerce: [www.unidroit.org/english/publications/review/articles/2000-4.htm](http://www.unidroit.org/english/publications/review/articles/2000-4.htm)) if he or she is notified about that [http://www.uniformlaws.org/shared/docs/computer\\_information\\_transactions/ucita\\_final\\_02.pdf](http://www.uniformlaws.org/shared/docs/computer_information_transactions/ucita_final_02.pdf)

This Article does not include any extra explanation in this field because UNCITRAL did not tend to assess substantive issue of error in formation of contract at the time of legislation. Paragraphs 5-46 of Guide have stated about the solution for determining and correction of error. Paragraph 90 of Guide of Model Law points the paragraph 5 of Article 13 and states “Paragraph (5) is intended to preclude the originator from disavowing the message once it was sent, unless the addressee knew or should have known, that the data message was not that of the originator (WatnickValerie, The Electronic Formation of contracts and the common law (Mailbox rule), Baylor law Review, Baylor university law school, Texas, No. 56, 2004). In addition, paragraph (5) is intended to deal with errors in the content of the message arising from errors in transmission (Guide to Enactment of the UNCITRAL Model Law on Electronic Commerce (1996)( 90).

**Third Speech-specific Legislation policies in the field of electronic error at national level:** In this part, the adopted rules in relation with electronic error have been considered in some great countries of international commerce and world economy in order to comparison and contrast (Comparison means finding common points and contrast means finding different points), obtain legal vision, make order and justice in legal regulations, fill existed gaps in different rules of electronic error and complete the provided image of legislation scope in electronic error at international level (It should be mentioned that European countries have followed the directives of European Council and adopted rules that are coordinated with these directives). The result of such achievement can be seen in creation of a better rule electronic error and its consequences will be applied

through a specific method that is considered in paragraphs of this section (UCITA, section 214. Refer to official explanations about section 206). UTA of America considers the made error in any type of transaction including businessperson-to-businessperson or businessperson to consumer while UCITA considers electronic error only in a case that one of parties is consumer and other party is automated electronic system such as an electronic agent. In fact, this law considers an electronic error as an effective error if it is made by a consumer who benefits from information process system in transactions between businessperson and consumer. This issue happens under the circumstance in which there is not any common or reasonable method to detect, correct or avoid from the error (Section 213, Comment 4 UCITA). The effect of such errors is that consumer is not bound by an electronic message that the consumer did not intend and which was caused by an electronic error, if the consumer promptly on learning of the error notifies the other party of the error and causes delivery to the other party or pursuant to reasonable instructions received from the other party ([http://www.uniformlaws.org/shared/docs/computer\\_information\\_transactions/ucita\\_final\\_02.pdf](http://www.uniformlaws.org/shared/docs/computer_information_transactions/ucita_final_02.pdf)), delivers to another person or destroys all copies of the information; and has not used, or received any benefit or value from the information or caused the information or benefit to be made available to a third party. If the transaction is not automated or the mentioned conditions are not realized, consumer cannot be relieved from responsibility relying on this Article while another law should determine the issue in field of electronic error (Catherine Elliott & Frances Quinn: Contract Law, Seventh Edition, London, 2009, P 88)

Section 213 of UCITA has created a method for consumer to correct electronic error so that this section does not alter law in transactions that do not involve consumers or where consumers use electronic agents (Habibzade, T., 2013, British contract law, Tehran, Khorsandi Pub., first edition, 2013). Because, when both parties of an electronic contract use electronic agent to sign a contract, the case is an example of section 206; therefore, the created error in this state does not allow the person to violate contract but as it was stated the court can issue a verdict about compensation if the operations of electronic agent are resulted from electronic fraud or mistake. It should be mentioned that although parties of a transaction that is signed in framework of UCITA can ignore its acts based on the section 104 of this law but they cannot change the ability of actions of section 213 of UCITA ([http://www.uniformlaws.org/shared/docs/computer\\_information\\_transactions/ucita\\_final\\_02.pdf](http://www.uniformlaws.org/shared/docs/computer_information_transactions/ucita_final_02.pdf)).

**United kingdom:** United Kingdom has adopted 4 laws in relation with electronic contracts. These laws are as follows: Electronic Communications Act 2000, Electronic Commerce (EC Directive) Regulations 2002, Electronic Signature Regulation 2002 and Consumer Protection (Distance Selling) Regulations 2000.

There is not any point in relation with electronic error or mistake within Electronic Communications Act, Electronic Signature Regulation 2002 and Consumer Protection (Distance Selling) Regulations 2000 (Article 15: Right to rescind contract) while there are important texts about electronic error in Electronic Commerce (EC Directive) Regulations. These regulations have been adopted in order to enter regulations of European electronic commerce instructions adopted in 2000 into regulations of England. Accordingly, many of Articles of this law are similar to European instructions but there is an important difference between them that is granting right of contract cancellation to the recipient of the error considering conditions; this option is not included in European instructions (Available at: <http://www.ontario.ca/laws/statute/00e17#BK24>).

In fact, this law has stated (like Article 11(b) of instructions) that service provider should make available to the recipient of the service appropriate, effective and accessible technical means allowing him to identify and correct input errors prior to the placing of the order while the Article 15 states that recipient is able to cancel the contract Where a person... (a) has entered into a contract to which these Regulations apply and (b) the service provider has not made available means of allowing him to identify and correct input errors in compliance with regulation 11(1)(b), he shall be entitled to rescind the contract unless any court having jurisdiction in relation to the contract in question orders otherwise on the application of the service provider. If these two mentioned conditions are realized, the error is related to service provider and recipient can rescind the contract.

**Canada:** Uniform Act Convention of Canada adopted the Uniform Electronic Commerce Act in 1999 based on the Electronic Commerce Model Law 1999 while this Act has not considered electronic error. Regulations of this Act are the base of regulations of electronic commerce in Canada (Bettina Heiderhoff, Grzegorz Zmij, Law of E-commerce in Poland and Germany, seller. european law publ., 2005). Various rules of provisional, regional and federal have been adopted in electronic commerce scope of Canada. One of these Acts is Electronic Commerce Act 2000 of Ontario State with amendments in 2013 and 2015 that its Article 21 includes electronic error and transaction with electronic agents that is different with other Acts

(For further information about electronic commerce and contracts refer to: Teresa Scassa, Michael Eugene Deturbide, *Electronic Commerce and Internet Law in Canada*, CCH Canadian Limited, 2004).

The first difference between this Article and other Acts is about the effect of error; it means that this Article (contrary to other international regulations that includes right to correct and right to withdraw) does not consider the error effect as a necessity for recipient in accordance with the three conditions. The first and second conditions are common in all Acts and laws; these conditions include opportunity to correct or avoid the error for recipient and error informing by recipient to other party but the third condition of this Act is different with other Acts because it states that when recipient receives any benefit from contract should return it or destroy it based on the instruction unless there is not any material benefit from product in absence of instructions.

#### **Second clause-electronic error and its effects in roman-germanic legal system**

**France and germany:** These two countries have determined various rules and acts about electronic commerce and contracts but none of them includes electronic mistake or error. These acts include Electronic Reason Act of France number 230 adopted in 2000, the Information and Communication Services Act 1997, the Teleservices Act, the Teleservices Data Protection Act and the Digital Signatures Act of Germany. The Media Services State Treaty was entry into force at this time (Available at: <http://www.ontario.ca/laws/statute/00e17#BK24>).

These Acts include electronic contracts signing, electronic acceptance and invitation but none of them includes electronic error or mistake. Therefore, it can be claimed that France and Germany follow the regulations of Instructions in field of error and mistake in electronic contracts.

**Iran:** Assessment of the only national document of Iran in field of electronic commerce (Electronic Commerce Law) indicates that this law is also similar to its pattern law (UNCITRAL Model Law) and does not include any Article about electronic error or mistake. However, it seems that some texts can be extracted from some article in relation with electronic error. For instance, Article 20 of this law points that Article 19 of this Law does not comprise the cases where the message is not issued from the originator or is mistakenly issued so that this Article does not allow addressee to consider the message as the sent data message. Accordingly, the mistaken sent data message is not sent. However, legislator has not

described the error and its effect on transaction of data message. Article 19 includes conditions in which, data message is sent.

#### **CONCLUSION**

According to the obtained descriptive content of this study, it is claimed that the issue is not considerably assessed by electronic commerce law although electronic errors have brought many disadvantages for parties of electronic contracts. According to adoptive study of rules and regulations, it seems that majority of these laws include effect of input error while there might be absolute error in electronic space of automated message system so that the result of these types of errors is not determined win legal regulations.

Hence, it would be necessary to consider the possibility of withdraw from these types of errors in addition to the right to withdraw from errors or correct them in order to reduce the conflicts originated from the contracts including absolute errors. Although it would be hard to distinguish between two types of errors but it would be possible to use the existed regulations in order to correct or avoid from these types of errors (absolute error and errors happened in electronic space of automated message system).

According to the obtained results of this study, legal systems have applied various methods to protect error recipient when there is an electronic error. From the view of the author, it is required to adopt some articles in electronic commerce regulations because of the errors of electronic contracts within world commerce arena. Therefore, it would be required to determine a clear and exact definition of electronic error and types of electronic errors in existed electronic commerce regulations including Input Error, absolute error and system error in order to determine their similarities and differences in electronic commerce regulations such as the Geneva Convention on electronic communication 2005, UETA and UCITA of America, Electronic Commerce Directive of the Council of Europe and national laws of countries in scope of electronic commerce at the world arena.

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