

A legal study of the new technologies exchange

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ABSTRACT

There is no doubt that today technology is considered as one of the most important factors of economic and industrial development of countries. Around the world, various ways are used to facilitate transfer and exchange of technology in local, national, regional and international levels. In order to achieve the above mentioned goals creating a place as a technology exchange center is one of the advanced and new mechanisms. As technology provides the field of development and dynamism, legal contextualizing and the need of codification and laying a basis for rights of the information technology has always been the goal of legislators specializing in this new field of law.

In this paper, after reviewing technology exchanges, e-commerce and electronic contracts will be example as an important part of technology, and its legal aspects and rules that govern it will be mentioned according to the national and international rules and with as emphasis on consumer rights.

KEYWORDS: Technology, Technology transfer and exchange, Technology law e-commerce, Electronic contracts.

1. INTRODUCTION

In today's world, Information technology with its developments creates virtual community with quite real effects and consequences that have had a significant impact on human life, so the effects are not only in the transport, health, administrative system, scientific information etc., but rather the economy and trade has been overshadowed and has created a new business procedures that are far away from traditional trade. In the new type of trade, which is known as e-commerce the most important factors in creating wealth are speed and accuracy and has many benefits. In parallel with these developments and trade growth and efforts have been made by international and national committees in different countries or sectors to facilitate and trade growth and reduce barriers and new information technologies have been utilized to regulate legal relations. E. commerce in the context of computer networks has made it possible for people, organization and committees around the world to exchange electronic information directly and extensively in the form of conversation, news and information, book and magazines, software products and money and capital etc.

It is clear that the response to society, universities and experts technology and dynamic demand depends on their close relationships with technology users. As we know, one of the pillar of technological development in the exchange and technology interactions and meet the needs of each of the parties. In Iran, exchanges and technology transfer do not have a coherent and purposeful structure. This has caused many problems for technology providers (Elites, universities, research and development centers "R&D centers") and technology seekers (state, various industries and investors) [1].

In the type of exchanges, the natural space has converted to virtual space and persons without exposure to the spatial and temporal restrictions and to take advantage of new technologies are able to trade, and due to this fact that above-mentioned restrictions do not exist in this type of trade, people will be able to make the goods and services they need, wherever they are, and from anywhere they want at any time of the day, that this caused the increase of speed and volume of trade exchanges and significantly the reduction of the costs of the purchaser (buyer) and manufacturer (producer), time- saving, the elimination of intermediaries and ultimately more profit [2].

Considering that our legislator has passed a law one-commerce in 1382, but since the new law is full of original and new establishments it will be a very important source of change in the country. So the implementation of this law, that recognition electronic document and signature are among its most important establishments, will be the beginning of a big change in social relations and administrative and social system. According to the above-mentioned issues, and that there has been less discussion in the field of electronic contacts, the formation and its legal topic, do the rights and rule of law have the capacity to solve trade problems in virtual world and e-commerce. And how does the concept of contract law can be said given that the technology by the use of internet has changed the contracts especially in the business world. However, the legislation in this area is to provide technical and administrative infrastructure for increasing productivity in the economy, cultural and social issues and also with the observe of laws such as the protection of data. Privacy policy, the lack of specialized judicial authorities, the lack of domestic legislation consistent with international law and more, in practice have been faced with the difficulties and short comings that it can be significant as the first steps of legal infrastructure of trade and electronic economy.

Technology can be defined as all knowledge, processes, tools, methods and systems used in manufacturing products and providing services. In simple terms, technology in the procedure and energy for achieving the purposes. Technology is the practical application of knowledge and the tools to help human endeavor [3].

The National science and Technology council(NSTC) in its report named "attention to the technology at the national level" considers the advancement of technology as the most important determinant of sustainable economic growth of the country. According to this report , about half of the long. Term economic growth of the past 50 years have been caused by technology. Therefore, according to the three basic principles of the technology speed, reliability, and security, the context and infrastructure of safe and dynamic and up to date exchanges can be met.

In order to achieve this, the amount and the importance of the market and transfer and exchange strategies of the technology will be very important and is most cases taking in to account the technology market is not less important than the technology itself. In other words, the technology must be considered with the market and place.

Table1.the concept of technology as tradable goods

Criterion	type
Applicable contacts	Technology includes the intellectual property rights, experienced and skilled professionals, training programs, technology products and parts that embodies Technology.
More details on the specifications of experienced and skilled	especial researchers, technology experts, experienced and skilled professionals.
Training programs	Training programs for professionals, managers , and evaluation of innovation , the public sector and local authorities (stores , universities , vocational schools, research institute). Abroad training programs for professionals, managers and innovation assessors and the public sector and local officials.
The details of the products that embodies technology	final products, intermediate parts and products, the parts and products, the parts of the final products , product ID(identification) codes, equipment and raw materials, manuals, Publications(patents documents , experimental data, documents related to product specifications, maps and scientific results).
Technology life cycle	new technology in the prototyping stage , growing and established technologies, old technology.
Intellectual property rights	rights to exploit the innovation industrial property rights, right to use the trade mark and rights to exploit the technical knowledge.
Technical details of the exchange case	Technology documents and information in the field of construe ting and designing a factory , production process with pilot research, quality assurance manager, technical knowledge of design, consultation, management, assessment, research and buy.

Some of the most important methods of technology which are used at different national, international and global levels include: Buying, royalties, franchise, Joint venture, standby projects, foreign direct investment, technical consortium and joint projects.

Now by considering the importance of development and transfer of technology exchanges in national and international levels, the creation of a specific market of technology exchange as techno market is necessary . This market needs to act in order to reduce barriers to trade in the market and to provide more information about prices. So it can be said that techno market is a systematic market of technology trading that offers professional and technical services such as technology consulting, information services, protecting projects with government support, Helping to develop, feasibility studies of technologies and products, assessment of technology market makers etc.

According to the main task, techno market can be categorized into 3 categories:

- 1) Techno market of information technology: that is as the comprehensive system of expanded information that with collecting and producing information on technology transfer exchanges, release then for technology users.
- 2) Techno market of technology exchange and transfer: this system that acts as a physical market is known as information technology market or technology trading system that acts through in traducing technology between buyer and seller, holding of exhibitions of product samples regularly and irregularly.
- 3) Their combined type: this type a type of techno market that presents consultations and intermediates and technology exchanges(exchange duty) also provides information related to technology transfer, and supports full process of technology researches up to business investment(support duty).

2. Theoretical frame work

The virtual world is a stable, combined and online environment that can be available for a large number of users at the same time.

This environment with its geometric growth process challenges the issues related to human life and has raised serious issues in new sciences that it would be very difficult if not impossible to answer them with previous theories and ideologies. One of these areas is trade law. In the field of law it seems that expending of cyber space(virtual space) has forced this science to reflect as the result of this process. Now the science of law is bound to find answers to questions that has been raised by this new field virtual space (cyber space). Finding lawyers with the knowledge of the cyber space is difficult and accessing to the scholars of cyber space who can understand the legal issues is much more difficult for finding answers to these questions therefore the expansion of interdisciplinary science that can answer questions in the field of e-commerce is necessary[4]. Invitation of law usage and Islamic law in general and in trade law and criminal law in particular is one of the most important effects of technology. Such renewal in the law and Islamic law varies from country to country as in some countries, like Iran, it is trying to apply Islamic law completely according to the fourth constitution of the Islamic Republic of Iran and in some countries, the Islamic rules will be announced in the existing legislation as part or a combination of Islamic and non-Islamic appearance.

Since e-commerce has penetrated in the domain of online trading and is expanding, it requires its own rules and regulations to be able to determine the legitimacy of such trading by them.

On the other hand, due to the global nature of trade activities in the cyberspace, determining the legal opinion on the subjects covered in this area is inevitable from the International and Islamic trade law perspective[5].

In the past two decades, almost all developed industrialized countries and newly industrialized have used mechanisms named Techno-market or the similar infrastructures. However these systems have not been considered as the techno-market everywhere. In European countries most of the information networks, and the communication between technology and research and development centers with an innovation approach there are as Innovation Relay centers (IRC) or Technology market place or Technology Exchange center. The techno-markets in Asian countries that is often named Techno mart (The Fishing Technology) or single. Mart, are centers of technology transfer at national and international level and Techno Mart Jun Dao can be pointed as the Most famous among them .

E. commerce is usually considered as a new development that developed and grown considerably in recent years. But this phenomenon is the result of a process that was visible gradually over a long period. The first date of the trade by phone back to the nineteenth century. The first credit card occurred in the middle of the twentieth century. The data of talking advantage of computer networks, Email and Automatic Teller Machine(ATM) referred to 1960s. However, the emergence and widespread use of personal computers and computer networks in 1990s developed the e-commerce. Probably the most important change that was a turning point in the e-commerce process occurred in 1989 when Internet universal Network was born and with deepen and broaden use of it also potential for e-commerce increased[6]. The term e-commerce has been first applied in 1964 by Sam Whitmore but its historical record should be sought in the mid- 1990s, because the growing use of the internet in social, political, economic and cultural activities led public opinion to the term electronic commerce "e-commerce", and the idea of network and internet trade around the world changed the information technology achievements in the field of trade. Transferring of the operations based on human, paper and writings to the automated and networked processes in 1995, coinciding with the beginning of the commercial exploitation of the internet was common practice. Until that time, the internet only be used in research are academic projects, but with the opening of the internet in 1955 the trade world searched for new ways of using information technology and networked systems for trading. Electronic Commerce is called the revolution of the twenty-five century, that has developed rapidly during the twentieth century with the emergence of the internet. Development of internet information super high way and local networks, electronic exchange of information with organizations, using e-mail, the use of credit card and virtual cards etc have allowed to carry out trading activities such as ordering, buying and selling goods and also services to evaluate products electronically. With the increase in data transfer speed in internet universal network and consequently reduction in the communication costs , the use of this Network is widespread among individuals and organizations, wide spreading of these networks and also its numerous features such as multimedia technology and ease of use of e-commerce facilities have led to the e-commerce thrive of e-commerce facilities have led to the e-commerce thrive between companies and consumers[7].

3. The definition of e-commerce.

There has been various definitions of the e-commerce[8]. Due to the large range of e-commerce. In the Simplest definitions, e-commerce can be defined as "doing business electronically by mean of electronic communication networks." [8] The weakness of this definition is that it may create the illusion that the only business is e-commerce which is done completely in all stages by electronic tools. Whereas, part of the business activities may be done electronically and some in the traditional way. The other definitions of e-commerce are as follows:

e-commerce means the exchange of products and services in exchange for money. by using the power of internet. Two famous scholars in the field if e-commerce, kalaauta and Vinson, in their books named "E-commerce Border" defined it as: "E-commerce is an equivalent term for purchasing and selling products, services and data by using network infrastructure." [9]

Veladimir Zwass in his paper "Structure and macro-lever impact of electronic commerce" states: "E-commerce means sharing information, maintaining business contacts and conducting business exchanges through communication networks." [10]

E-commerce is the paperless exchange of trade information in which innovations such as electronic data exchange, email, electronic bulletin board, electronic funds transfer and other technologies based on network have been used. [11]

E-commerce means the use of computer of one or more network to create and transfer business information which are more connected with buying and selling of information, goods and services through internet, the mission of the e-commerce is not only communication but also under pinning and strengthening the business relations. This definition is stated by industry consortium.

Organization of Economic cooperation and Development (OECD) has defined e-commerce as "doing trade (buying and selling goods and services) over the internet, whether goods and services that have the ability to be delivered over the internet of those that do not."

"E-commerce is a set of communications, data management, and security services in the information highway". [12]

"E-commerce is the sourcing, evaluation, negotiation, order placement, delivery, payment and support services which is done electronically." [12]

"E-commerce is the use of a complete set of software, hard ware, telecommunication lines and data exchange standards that all these things provides the possibility of electrical trade in the computer networks." [12]

In 1997, the European commission has defined e-commerce as: " E-commerce is based on the processing and transferring of data including text. Image and sound electronically. E-commerce includes various activities such as electronic exchange of goods and services, immediate delivery of digital contact, electronic funds transfer, electronic

stock exchange electronic bill of loading, Business plans, joint design and engineering, financial resource, governmental purchases, direct marketing and after sales service.

E-commerce is the same as the electronic business with this difference that it also covers the processes such as: production, ware house management, product development, risk management, investment management, knowledge and human resources management in e-commerce." [13]

"E-commerce involves doing anything with the information and communication technology to implement business objectives between organizations or between organizations and the consumer of goods between organizations or between organizations and the consumer of goods and services." [13]

E-commerce has the responsibility for the implementation and coordination processes of economic organizations such as design: supply of materials and services, production, sales, enforcement orders, professional services through the use of computers and information technology and the stored data in computers." [13]

These can be taken from these definitions that the most important feature of e-commerce is the benefit of electronic tools such as internet for trading. In a broad definition of e-commerce can be said; informing, advertising purchase and sale of goods and services and maintaining and establishing trade relations through telecommunication systems and data processing tools.

4. Requirements for the establishment of an electronic trading.

In the e-commerce cycle, existence of appropriate grounds for the establishment of e-commerce system and subsequently formation of electronic contracts necessary and without such grounds, electronic exchanges will be impossible. Since these conditions are raised in four areas. Communication network consists of three parts:

1- Private network: For companies and organizations interested in long-term business that the high security is its most important feature, and very high cost and the high time to implement is its main disadvantage.

2- Virtual private network: It can be created by using hardware and software and through the internet for long – term business in which less time and cost relatively secure exchanges is spent, than private networks. VPN software manufactures has the ability to access to information.

3- Browses: This is the least expensive and fastest way to do e-commerce. But in terms of security is at a lower level than two other methods. The exchange is done in Two way in this network:

a- Implementation of electronic data interchange over the internet.

b- Today e-commerce is defined as internet trade through the world wide web of goods and service delivery market that is accessible and provides online shopping by Browsers .

It, also requires a series of educational and cultural activities and improving and strengthen our technical infrastructures to establish electronic trading system and increase technology services.

Creating a legal ground is the other requirement for e-commerce. Due to the efforts have been made in the field of preparing, codification and approving of the e-commerce law, it seems that the legal frame work for doing e-commerce has been partly prepared by approving e-commerce law.

As the legislator has set rules concerning acceptance, positive values and documents and evidence case in the second part of Article 12. Also, in the fourth chapter the rules about the crimes in the field of e-commerce and determination the penalties can be seen.

5. Types of e-commerce [14]

1. Trade between traders or Businessman with trader exchange

The pattern of trade between trader or businessman with trader exchange that is called Business to Business is between companies and corporations that do whole sale exchanges and it is more common than other models, and now 85% of exchanges is done as B₂B [15]. This model is done Through Electronic Data Interchange and Website. In this business model, the first businessman is producer and the second one is purchaser (someone who buys a product with other products and sells them to consumers).

The main characteristics of this type of trade is:

1. Eliminating intermediaries and brokers between the manufacturer (producer) and the main buyer.

2. Quick search and research for the buyer to achieve good quality and reasonable price.

3. The ability to receive the buyer's ideas and information for manufacturer offer sale of goods, in this way he can change the quality of their goods according to the buyer's idea [5].

Companies like General motors and General Electric in the united states of America are considered as the pioneers of the use of e-commerce [16].

-The benefits of e-commerce and electronic contracts.

E-commerce, requires electronic contracts. Of course, these contracts have their advantages that are aligned with e-commerce goals. Some of these advantages are reviewed.

1. Accelerating business activities. Today's speed is the most important factor to create wealth and it is the significant feature of e-commerce.

2. Saving Time, saving time is the other advantage of e-commerce that the needed products and services can be provided at any time of the day.

3. Costs reduction: Costs reduction, business activity marketing, distribution and servicing for improving the efficiency. Perhaps is the most important advantage of e-commerce.

4. Facilitating the delivery of services – including: Business services, insurance and investment on the internet. As also easy and secure access to information and new method of management and trade information exchange are its outstanding characteristics[12].

6. Electronic contracts

With the formation of e-commerce, the former methods contracting do not have required efficiency and new technology and new electronic tools should be used.

To contract between parties who are far away from each other and to accelerate their relationship. The use of these tools to contract, Causes the new title for contracts that is electronic contracts. Electronic contract is: the agreement between two or more persons to create the legal effect in the future through the use of electronic devices.

As well as the contract through electronic tools and devices is between two or more persons that this contract is similar to non-electronic ones with regarding the general rules of contracts .But due to the use of electronic devices it has its special provisions. The use of electronic title in contracts, should not provide any doubt in any way that the contract is completely difference from non-electronic contracts, but on the virtue of Article 191 of the civil code the method of contract has not been effective and the general rules of contract should also be applied on electronic contracts. Under the e-commerce law in Iran in 1382, the offer and acceptance in an electronic contract form through the Data message. The Data Message term is used in the Uncitral model law in E-Commerce 1996. And it also has been used in the e-commerce law in Iran. In accordance with paragraph A of article 2 of chapter 3 of the law of e-commerce: "data message is any symbol of the event, information or a concept that is sent, received, stored or processed through electronic, optical devices or new information technology.

Article 2 paragraph(a) of the Uncitral model law on E-commerce, also defined data message as": Data message is any type of data which is created , sent and received or stored through electronic, optical devices or similar electronic equipment such as email, Telegram, Telex, Fax.

The rules relating to the sending and receiving "data message"(Articles 26,27 e-commerce law) are exactly taken from Article 15 of the Uncitral model law on E-commerce, except that in Article 15 of the uncitral model law one, the following phrase is prescribed:" unless the original or and the addressee have a greed otherwise."

Distance contract modification that is also used in e-commerce law has been taken from European guidelines on consumer protection in distance contracts. By virtue of Article 190 of the civil law, to from a contract in any format and by any means a series of conditions are necessary that without them it cannot be a contract. Even the contracts that form in the cyberplace. Must have these conditions, because they do not have any Article 191 of civil law.

There must be two persons to form a contract. It is also part of the rules on electronic contracts. Indeed, in accordance with paragraphs B and C of Article II of e-commerce law in Iran, electronic contract parties are:

1- originator: is the origin of data message that data message is created or sent by him or on his he half, but will not include the person who acts as an intermediary for the data message.

2. Addressee: the person who data message is sent for him by originator, but will not include the person who acts as an intermediary for the data message the originator and addressee in electronic contracts are supplier(Traders and Corporations) and consumer that sometimes the consumer is originator and the origin of data and sometimes the suppliers of goods and services.

The starting point for any contract can be considered as the intention and the consent of the parties. In electronic Contracts after the consent stage, that is the stage where suppliers with designing a web site for offering and selling their goods and services has created a web page and after that enter the intention stage. Thus, on the one hand, suppliers, with designing a website, (a virtual store) provides the preparations of intention and as soon as revealed the data containing information about the goods or services on the web page and made it visible to the users, announces his intention to supply and sale of goods and services.

Every agreement consists of two elements or two pillars: offer and acceptance. Agreement is what the parties determined its writing is the same otherwise there is not any contract. the need for the will agreement, one of the conditions of contract, can be concluded by analyzing the nature of the contract as well as certain rules relating to contracts and obligations, and in general like Articles 183, 194, 329 of the civil law.

Offer in electronic contracts has taken different forms and methods and depending on the way of the formation of the electronic contract, its stating is also different. For example one method is that a company or firm have specific site with a specific email address and user by visiting the site sends an offer to email for site owner. Or that accepts the other party's offer. An important point about offer is that it will Lap se once that the time has expired. Most of the Recognizing that the valid time for offer is when is done by comer criteria. But there is disagreement between legal writers in other cases. For example in the case that whether lack of capacity of offer or will lapse the offer of not[17].

Acceptance must be absolute and unconditional. Because if the addressee does not accept offer in the same way that it is, and recommend another condition, it is a new offer and his will expression is not considered as acceptance. In the digital environments, if the offer accept it without expressing any specific condition, the contract is formed. In the digital environment this question arises: are clicking on "yes" or "I agree" key acceptance or does download show consent?

By virtue of Article 191 of the civil law, the contract consists of two parts: offer and acceptance, except for ceremonial contracts, acceptance does not have a particular form and it can be declared in the website as call, letter or even accept key. According to the convention on the international sale of Goods, terms or other cats of the addressee that signifies satisfaction to the contents of the offer is considered as acceptance. If the user accidentally clicks the key and the offer or considers it as an acceptance naturally, what will happen? Certainly, the offer or who is not aware of the

origin and according to the formal cases considers it as on acceptance, will act to conditional Fulfillment and its acceptance. So when a seller faces with a electronic consent, it is better to inquire about their authenticity because consumers have no special expertise and may not realize the importance of clicking. Offer people move around the site and without the specific intention of clicking, accidentally click, and may be lose because of this action, that the seller must require his customer to confirm their agreement, and this confirm has different forms. For example, customers are asked to chick on another key or to prove certain information as part of the acceptance process.

7. Data and place of Electronic contracts

In Article 26 e-commerce law, associated with the data and the place of the formation of electronic contracts, is: "Sending data message occurred when enter to a information system outside the control of originator or his deputy." So by "send", send in the traditional sense, means more postal delivery that upon delivery to a post office, sender(originator) cannot control it. So if we want to apply sending theory, that according to the rules in Iran more acceptable, electronic contracts will be signed when the data message containing acceptance message be send. By virtue of paragraph(d) of Article 2 of the e-commerce law, information system that is determined for creating (originating) or sending or receiving or storing or processing of the data. If we want to accept receipt theory, electronic contract is concluded when the data message containing acceptance is received by offer or that some of the writers have accepted this opinion. If we defined the time of receiving data message containing acceptance, a criterion for the occurrence time of electronic contract, by virtue of Article 27 of e-commerce law in Iran, receiving the data message will be subject to the conditions set forth in the footnote of page 22.

By determining the time of formation, place of the formation of electronic contracts is not specified. Because, e-commerce users do many exchanges with its trading partners without knowing exactly where are deployed their information and communication system. Even if they are aware, the information system many change and cannot be an appropriate criterion for determining the location of the contract. So determining the time of the contract and determining the location of the contract are not related and cannot determine the location of the contract through determine the time of contract. About the location of sending and receiving of data message, Article 29 of e-commerce law of Iran, compliance to unictral mode law on E-commerce , considered the criteria in paragraph a , b , c .Finally , by virtue of paragraph(c) of Article (29), the location of send and data message is: If the originator or addressee has no place of business or work, his residence shall prevail, and by virtue of Article 29, paragraph(c) seems that it is a place where the person resides in it and also is an important center of his affairs, and this term is against the contracted accommodation of Article 1010 of civil law.

8. Breach of electronic contracts

In this article seeks to answer that, is it possible to apply options for breach in electronic contacts or not? The issue of options is one of the debates of the general rules, and civil low in Article 456 have referred to all kinds of options in all contracts except option of animal and spot option and option of delayed payment of the price that have considered then for sale. As previously mentioned, electronic contracts are subject to the general rules of contracts, except that with regard to their special features, may be governed by specific rules. Therefore in electronic contracts you can provide option and in the case of violation of one of the parties terminate the contract, or if a person saw the products and goods produced by a particular company in an exhibition, and purchased them through the website of the company and after delivery the person finds those differently from the ones that had already seen can use the option of inspection, and by virtue of this terminate the contract. Or purchased products be different from those listed on the website, the right to terminate will be fixed for buyer of "incorrect description" and other options are applicable too. There are doubts about whether the parties have the spot option or not, if a contract is in the form of a sale. There is this issue in contracts that form through correspondence or conversation of parties by phone. In this case: May be said that, the intellectual and spiritual relationship of the parties when talk, is like the presence in a meeting, thus so long as the conversation continues, and they do not stop talking, can use spot option. As have been pointed out by law professors[18]. That is said, in the event that, spot option is an exceptional sentence and against the law and principles of necessity, therefore cannot judge for other cases through analogy. It is not possible about correspondence, too. Imaging of the realization of meeting because of the things which was said in the case of phone, is unlikely from the electronic contracts, even in the unusual cases that the practices negotiate with each other about the contract terms through electronic conversation and in result the contract is formed with the announcement of the find determination by one parties and the acceptance of the other. And on what is common, manufacturer and suppliers of goods and services supply contractual terms on your website and customers with regard to the conditions(terms) and announce their agreement with giving the requested information and click on the "I agree" click, if the content of the website containing offer, the contract is formed by clicking on the desired key. If not clearly indicated the offer, the customer agreement should be regarded as a purchase order, in this case, the contract is formed when manufactures or suppliers of goods and services accept to fulfill the order. So as it can be seen, the realization of something called the meeting and thus spot option is ruled out. Now, the question that arises is that the right to terminate the contracts in the case of breach of the obligations how will be applied?

Two procedures has been accepted in the legal system in the case of revocation the contract. Legal systems like our country rights which are derived from Article 449 and 451 of civil law, revocation of contract occurred merely with the announcement of unilateral determination of stipulation and notification of termination to the other party in terms of fixative is not necessary.

In contrast, in European law, only the announcement of the termination is not effective and it must be communicated. So, in the case of the right to revocation, it should be acted according to the rules that governed the contract[19].

Applying of the termination in cyber environment by legal system that required the notification is more appropriate, and it is more compatible with e-commerce which aims to accelerate trade relations[20].

In e-commerce law, in the exclusive protection issue in the context of electronic exchanges, there are rules regarding the right of termination and the right of withdrawal which do not conform with existing legislation about termination. Such as Article 37 of e-commerce which provides: "in any distance contract the consumer must have the time, at least seven working days, to withdraw his acceptance without incurring any fine or presenting reason. The only cost that will be imposed on the consumer is the cost to send back the good.

The question that arises here is that does the right of revocation that the law intended to the likely withdrawing of purchaser is only applicable within certain contracts or there is also the right of revocation in relation to certain contracts that the law has some provisions for the parties about possibility or impossibility, the dead line and how to terminate some of the contracts?

According to the generality of Article 37, it seems that, in every transaction that occurs in electronic environment, whether one is a certain or uncertain contract, purchaser of goods or services can terminate it within seven working days, even if the contract has been among certain contracts and the revelation right of parties has specific provisions, unless the broader Rights are considered in this respect for consumer and purchaser in the said contract.

The difference between starting point of the dead line for the right of withdrawal in the contracts of sale of goods and services is another issue. If the subject of contract is sale of services, the starting point for the right of withdrawal begins from the day of the conclusion of the contract and if the subject of the contract is sale of goods, the seven days deadline begins from the date of giving up the goods to the purchaser.

The other issue is that if the subject of electronic contract is products and goods that can be delivered to purchaser in several times, in this case, what date does the customer's right to withdraw begin, whether the date on which the first part of the product is gave up to purchaser or from the date on which the last part is gave up? It seems that, the beginning of the seven days deadline for the right of revocation for applying the right of withdrawal, is from the delivery date of the last part of the goods which are sold. And the Term "giving up the goods " in paragraph(a) of Article 38 of e-commerce law can be referred , and it is known that giving up the goods achieved when the last part of the goods is gave up to the purchaser. The last issue that can be raised in this regard is that if the seller has provided preliminary or he is incurred significant cost for fulfilling the subject of the contract, and be encountered with the seven days right of revocation of the customer, should not be compensated these costs? Given that the e-commerce law in Article 37 The consumer have the right of withdrawal "without incurring any find" and without the necessity" to provide a reason", naturally, any cost due to the consumer deviation from the contract will be in the responsibility of the seller , except in cases where the law has explicit provision .

It seems that this provision is contrary to justice, and it must be regulated in such a way that reduce part of the contract procurement costs that has been imposed on seller by the customer's right of revocation .

However, Article 39 of e-commerce law provides that:

"If the supplier during the trading cannot perform his obligations, due to the lack of inventory, or the impossibility of implementing the services, the received amount should be returned immediately to that its fulfillment is not impossible forever and the addressee is ready for waiting until the possibility of delivery of goods or fulfilling the obligations. If it is distinguished that the supplier knew the impossibility of his commitment from the beginning, in addition to refund the received amount, will be sentenced to the maximum punishment which is provided by the law. As can be seen this rules are provided exceptionally for distance contracts and only in support of consumer.

9. Legislative activities to the international level to e-commerce law in Iran.

E-commerce is a reality that cannot be ignored. Paying attention to the fact and also the issues raised by e-commerce and electronic contracts required the need for the laws reform and approval of the law. Thus the activities in this area have been started at national and international level and the world's first e-commerce law was passed in 1995 in one of the states in America[21]. And now most countries have laws in this area entitles "E-commerce", "Electronic transactions Act", "Electronic signature Act" or similar titles. Also, the international organizations with codification appropriate and sample laws played important role in guiding countries in codification and approving the laws. All these actions reflect the fact that the existing rules do not respond to e-commerce issues such as: electronic documents, electronic payment systems, electronic signature, electronic services office, cybercrimes etc. In this regard, "The draft of e-commerce at" was derived from the Uncitral model law on E-commerce by the national committee of Electronic Data Interchange for Administration commerce and Trans port (EDIFACT) of Iran in 1378, and another draft was presented in 1380 and again had objections.

Report of the industries and mines commission as the main commission in the case of e-commerce, entitle the E-commerce law, which is comprised of eighty – one Article and seven notes, was passed on 17 January (day)1382 and was approved by the Guardia Council on 24 January (Day) 1382.

There are regulations for most of the e-commerce issues in this law. However, it has faced with two general problems, one is that, the provisions in the draft of e-commerce law in 1380. have been changed or have been added or removed and as a result have been exited of their original context, as most of the provisions of this law are objectionable and can be criticized, also many issues are bound to codification of regulations such as: electronic services office,

electronic payment system, while these are not issues that can be determined by regulations. Another general problem: approving of the e-commerce law has caused the emergence of a dual system of trade, because, due to the fact that there is not any legal protection regarding the support of trade secrets, exclusive rights etc, in other regulations of the country, nevertheless, specific legislation in the context of electronic, interchanges has given rise to such duality, in a way that the use of trade secrets or disclosure of trade secrets in the normal mode does not provide any support for trader but if this action is in the area of electronic data message causes to support this law.

10. Conclusion

Mechanisms for representation, debate, evaluation, and collective responses to these phenomena an any affected population, in total is inadequate or does not exist Hence, global information and communication technologies and globalization, after in their representations create the crisis for the institutions and political processes at the global level. Second by, global information and communication technologies are involved in the social and cultural achievements of our people. Information and communication is part of the national and common symbolic environment as well as the environment of the other social and cultural associations.

Therefore, many nations are concerned that how the global information and communication technologies affect the social and cultural life .With regard to this fact that the importance of e-commerce and as a result of this electronic interchanges is increasing, therefore all countries should establish the unite, regulations in the use of this system .Because there are no boundaries for the use of the internet. Iran is also seeking to establish regulations and the e-commerce law is an appropriate introduction for clarification of the status of those who attempt to do trade in the digital environment. Electronic contracts and the nature of the traders and the legal effects on the relations between the parties is the most important legislator positions in this area.

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