



RESEARCH ARTICLE

Regulations and Legal Implications of Contracts through Instant Messaging Platforms in Saudi Arabia

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This study investigates the legal and regulatory framework for contracts executed via instant messaging platforms in Saudi Arabia. The objectives include identifying the conditions under which such contracts are legally binding, examining consumer and retailer rights, and evaluating the implications for legal practice within Saudi Arabian law. Using a qualitative analysis of existing laws, judicial precedents, and case studies, this research analyzes the legal recognition of electronic contracts, especially in the context of instant messaging. It examines over 50 relevant cases, regulatory documents, and scholarly works to provide comprehensive insights. The findings reveal a gap in Saudi contract law regarding the enforceability of agreements made on instant messaging platforms. Contracts through these platforms lack formal procedural requirements like timestamps, verification, and clear identity authentication. For example, 70% of analyzed cases indicate challenges in proving contract validity due to inadequate verification of sender identity and intent. The study highlights the urgent need for specific legislative measures to protect both consumers and businesses in this evolving digital landscape. This research fills a crucial gap in Saudi legal scholarship by addressing the contractual validity and enforceability of agreements made through non-traditional platforms. It contributes a new perspective to Saudi legal practices, aligning them with international digital contract standards.

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1. INTRODUCTION

Technology has become essential in today's business environment and has contributed substantially to reshaping many conventional business customs, with some transpiring into traditional exercises. As business and commercial activities advance, so do legal and regulatory implications. The development of advanced internet services and the utilization of smartphones and other mobile device platforms has introduced a new all-inclusive variety of communication forms, bringing new 'chat' communications from the former group to the latter. SMS is one familiar instance of these services, whereas instant messaging services provided by social media applications are the variations most frequently used. With the increasing dominance of instant messaging in business worldwide, identical messages and transactions are being circulated in Saudi Arabia. Nevertheless, the size and scope of messages, the ease of using mobile devices on which such applications are mounted, and the vigorous networking possibilities provided by the service are all kinds of attributes. Consequently, this is a well-established approach for both business and casual conversations. (Singh & Sharma, 2020)

In essence, communications linked to business are gaining acceptance, both operationally and transactionally, through the use of instant messaging services. Information and data shared through

instant liaison are being considered as informal understandings that reach legal limitations when transformed into an enforceable contract. Nonetheless, the query concerning the consequences that would result if these types of evaluations were to arise in legal matters has not been dealt with to date. Dilemmas that question whether a valid contract might subsist if neither a formal 'offer and acceptance' ensuing in the formulation of a contract are put into words in writing, or it transpires with the obligatory 'signature,' have never been adjudicated upon formally. These gray areas where written exchanges of intentions are not in place, resembling a legal stone age, are on the edge of being dismantled. Yet, these unexplained gaps are reinforced by the policies of several agencies. (Alshawaf, 2020)

1.1. Background and significance

Technology has transformed our world. Instant messaging platforms have provided individuals with a plethora of opportunities that were unfathomable a few decades ago. They are used for various purposes, including facilitating business transactions. Consumers can now contact retailers through their mobile phones' instant messaging platforms and place orders. Especially in Saudi Arabia, which is dominated by a young generation of consumers, there has been a noticeable shift in the manner of conducting business. As a result, retailers' business strategies are changing. This change requires a rewriting of the existing laws and regulations relating to retail trade to protect consumers and retailers. These tests will be very significant in preparing for the upcoming revisions of consumer rights protection laws. (Villanova et al.2021)

This research aims to present the modifications required to regulate the performance of contracts through these contemporary instant messaging platforms under Saudi Arabian law in the absence of special regulations that address such issues. Specifically, it will focus on the circumstances in which consumers and retailers can legally and contractually bind themselves by concluding agreements through instant messaging platforms and the rights and obligations of both contracting parties. Such contracts are usually informal and have low commercial values. The general view is that they do not require specific regulations to regulate them unless one of these parties presents them to the court to demand and/or defend interests. Currently, regulations are silent regarding this issue. The lack of an efficient system to govern the performance of such agreements through instant messaging platforms exacerbates business practice challenges since retailers are unsure of the extent to which the legal system will enforce their agreements. (Alsharif, 2020)

1.2. Research objectives

Many economic activities were launched due to the widespread use of instant messaging platforms, but these activities require the conclusion of contracts through these platforms and then the issuance and entry of new regulations that regulate such contracts. The aim of this research is to know the legal implications and regulations of concluding contracts via instant messaging platforms. This type of contract works like any traditional contract that consists of an offer, acceptance, and consensus. In addition to identifying the viewpoints of family law jurists who view the condition of marriage and the marriage contract on instant messaging programs, as well as the facilitation, regulation, or prevention. 1) Identifying the merchant's ability to conclude commercial contracts and the effect of these actions on the merchant's account through instant messaging platforms. 2) Determining the possibility of issuing new regulations that guarantee the rights of the parties and ensure that the conclusion of contracts through instant messaging is sound. The use of instant messaging programs will become increasingly widespread. A countless number of contracts is thus produced. We hope that this research will be the primary impetus for new legal business, as it reviews the legal complications and pioneering considerations of concluding contracts through instant messaging programs, pointing to the deficiencies in the existing law when it comes to the matter before a financial correction is made, if it is due.

2. OVERVIEW OF INSTANT MESSAGING PLATFORMS

Instant messaging platforms have gained significant attention in recent years due to the developments in telecommunication technologies and the advent of prominent apps for mobile and computer-based operating systems, which allowed users to converse instantaneously with a single tap. Leading instant messaging platforms globally include a variety of popular applications. By the

end of December 2018, one platform boasted the most users with a total of 1.6 billion users. Another ranked second on the list with a total of 1.3 billion users. (Yuan & Wu, 2020)(Yang et al.2020)

The adoption of instant messaging platforms has considerably grown in the Kingdom of Saudi Arabia. It is very common for individuals to use such messaging apps for professional communication and business matters. Moreover, instant messaging platforms also have common usage in human resources, recruitment, and interactions between employers and employees. The visual similarity between emails and instant messages raises the question of whether it is procedurally suitable in the case of civil or commercial procedures. The empirical comparability of an instant message with emails puts the two forms of communication in a similar or at least comparable category of content. Their divergence into different platforms does not seem to render one of them as “practically” more suitable for consideration, use, or perusal as the other. (Alswaigh and Aloud2021)

2.1. Definition and types

Before delving into the legal implications of contracts concluded through instant messaging platforms, it is important to define them to avoid confusion. Text messaging, or texting, is the act of typing and sending a brief electronic message between two or more mobile phones or fixed or portable devices over a phone network. (Alotaibi & Alotiby, 2022) The term originally referred to messages sent using the Short Message Service. It has grown to include messages containing images, videos, and sound content, known as multimedia messaging service. (Alanazi, 2022) The term text messaging is now commonly used in many parts of the world. SMS, as used on modern handsets and from a wide range of platforms, allows many users to send and receive messages internationally. A typical text message is no more than 160 characters long. As technology has evolved, many instant messaging applications have emerged with more user-friendly features. Among these applications, WhatsApp, WeChat, Telegram, and Facebook Messenger are the most commonly used in Saudi Arabia as well as other parts of the world accessible through mobile phones and smart devices with access to the internet. Instant messaging is quite different from regular email, as the immediate response is the premise on which it is built and operates. The most commonly used instant messaging services available today all share the same basic features: they can be used to instantly send and receive messages, images, audio files, or video clips, and make video calls. All of these applications work on mobile devices or desktop computers and only require a stable internet connection. There are two main types of instant messaging applications available today, namely, for remote use and closed messaging. (Al Fraidan & Al-Harazi, 2023)

2.2. Popularity and usage

The use of instant messaging services on cell phones is considered one of the important contemporary techniques in transmitting information among individuals and corporations. It is considered the easiest method of transacting between the various bureaucratic corps, as it allows the completion of legal and transaction actions without the person being physically present. It also saves a considerable amount of time, effort, and money for completing these activities. The use of mobile phones is widespread, with a large percentage of them being smartphones that enable the use of a variety of instant messaging programs. The Kingdom of Saudi Arabia is characterized by the widespread use of modern technology in the field of communication and information transfer to a large extent, because it is considered one of the rich countries of the Gulf Cooperation Council regardless of per capita income. It is also due to the general desire of youth and adults to acquire home communication tools and equipment and other advanced communication technologies. During its construction, special attention was paid to knowledge, communication, and information technologies. As the number of Internet users in the Kingdom of Saudi Arabia increased prominently, the number of mobile phones and smartphones reached a very high ratio. The number of users of smartphones in the Kingdom finally surpassed 4 million, which was higher than the population of 29 million in the Kingdom. (Alyami, 2022)

3. LEGAL FRAMEWORK FOR CONTRACTS IN SAUDI ARABIA

There are several laws and regulations in the Kingdom of Saudi Arabia that regulate different types of written contracts. However, since written contracts have broad definitions, the use of WhatsApp as a platform for conducting business has been very controversial. This paper aims to determine the

requirements for a written contract and analyze the current laws and regulations that govern instant messaging platforms in Saudi Arabia. It also discusses the conditions related to the establishment of the contract. The latest laws and regulations used in this study were enacted between 2015 and 2021. (Alanzi, 2021)

The importance of the legal framework of written contracts is derived from the many disputes that arise as a result of their application or their violation, especially with the significant development observed in the means of communication used to establish contracts. Consequently, disputes arise in many modern aspects, like the use of instant messaging applications to establish essential contracts related to selling, buying, renting, mortgage contracts, shareholder agreements, employment contracts, providing services contracts, and all types of commercial, civil, or administrative contracts. (Salami et al.2023)

3.1. Sources of law

Because Saudi Arabia is an Islamic state, Muslims believe that the country's laws should reflect the religious values of Islam. Although there is no written constitution in the country, the Quran is the constitution that regulates people's lives. In summary, the Quran is the basis of the customary law, together with the majority and consensus, and is supplemented by Sunnah, which is the personal tradition of the Prophet Muhammad. These sources are supplemented by Ijma, which is the consensus of religious legal scholars, and Qiyas, meaning comparison. In addition, Al-Ijtihad, which is an independent drawing of legal conclusions, is also used. Altogether, these are the main sources of the Saudi legal system and provide the legal and judicial framework that protects the rights of the people. The Quran is not a law book or a legal code; it is a message of religious and social guidance. (Alnaim et al.2023)

The legal system in Saudi Arabia is based on civil law and Sharia law. All legal texts shall comply with the Sharia provisions, while all legal implications may depend on the specific causes of the Sharia. The Saudi legal order has traditionally consisted mainly of the texts listed within the Basic Law of Saudi Arabia. Saudi Arabia has no civil code, sole and unique civil legislation, and no claims legislation. Any transactions between sellers and purchasers, claims for damages arising from the failure of a party to fulfill the obligations incurred by them, as well as non-contractual damage, shall be governed by Islamic jurisprudential decisions. (Irawan et al.2020)

3.2. Key legislation and regulations

Chapter III Regulations and Legal Implications of Contracts Through Instant Messaging Platforms in Saudi Arabia

3.1. Introduction The rapid growth of technological advances and the emergence of 5G internet, which allows instant, vast, and practical user-to-user communication, has made communicating on instant messaging platforms even more popular. The number of users of either social media or instant messaging applications continues to soar and has surpassed the number of users of traditional SMS text messages.

3.2. Key Legislation and Regulations

3.2.1. Personal Data Protection The Kingdom of Saudi Arabia is planning to enact and finalize a draft of personal data protection laws. The draft aims to regulate personal and sensitive data of users of information and technology and to protect data provided through social media platforms. However, the enactment of personal data protection laws in Saudi Arabia has not yet been applied, and unfortunately, the new drafts show contradictions that do not allow such regulation.

3.2.2. Opening a Panel For the time being, the Saudi Arabian courts do not accept to litigate conflicts or disagreements caused by unofficial agreements, as instant messaging is not an official source to consider, but it can be regarded as informative or corroborative evidence. Nevertheless, instant messaging evidence can be used in court if there is a panel umpire and conciliators, whereas the party can refer to them to understand a certain issue or movement. (Alharbi)

4. VALIDITY AND ENFORCEABILITY OF CONTRACTS ON INSTANT MESSAGING PLATFORMS

The civil and contractual relationships we encounter every day are created by contracts, and these contracts are expressed most of the time as written contracts. This written form is mainly to serve as evidence of said contract, but it does not mean that the contract itself could not be concluded with other methods. (Yakar & Yakar, 2021)

Instant messaging platforms have seen an increase in the usage of contracting parties due to their ease of use, speed, and prevalence; however, they have important features that question their binding effect beyond the evidentiary function, such as the lack of certain means in determining the holders of the messages. The question of whether these platforms have any binding force on parties continues to be an important matter. (Dufour, 2022)

The present study targets whether contracts between parties on instant messaging platforms are valid and enforceable, the regulatory environments under Saudi Arabian contract law and evidence law that regulate the contracts through these communication methods, the conditions for validity and enforceability, the verification of the contracting party's natural person status, and the Saudi courts' hostile approach to the existence of contracts instilling fairness and protection of the public. (Hassounah et al., 2020)

4.1. Requirements for a valid contract

The courts in Saudi Arabia apply the conditions or requisites of contract formation in adherence to the principles of Shari'a law and the rules of Fiqh. In order for online communication through a social media application to be a binding contract under Fiqh, it must include the offer and its acceptance. If the offer is made in a manner that is similar to a binding offer, then the acceptance must be equally akin to that which is recognizable in a face-to-face or over-the-phone manner. For the purposes of this discussion, it is noted that under Fiqh, an acceptance is only considered to be complete once it has been received by the offeror. The courts, when presented with similar matters, will consider how the actual message was delivered and received, whether it was acknowledged, and also if it required any additional steps on the recipient's part to open and read it before discussing the legal implications of what has transpired. In line with the principle of form in Fiqh, the contract will only be completed once the offeror, to whom the acceptance was transmitted, has taken knowledge of such acceptance. To this effect, in the absence of knowledge, the vulnerable will not be able to rely on the agreement until such knowledge of the acceptance of its offer where the latter is alleged. (Awwad, 2024) (Mahasneh2023)

The theory of contract as accepted in Shari'a requires commercial contracts to adhere to the principles of offer and acceptance in some appropriate form or manner. Establishing the validity of such communications will require the courts to consider factors such as the manner in which the offer was delivered and the modes by which the contracting parties are able to deliver the acceptance. In addition, courts are required to consider whether the methods are akin to face-to-face communications. Furthermore, an analysis of any information that may be hidden through imprint applied to a display or a telecommunications service and its implications and effects under civil and legal principles may be called for. (Alfaifi, 2024)

4.2. Challenges and considerations

4.2.1. Defamation

Inappropriate and unacceptable behavior by users may amount to defamation. Group members often humiliate others or shame companies by posting rude or derogatory messages or pictures about them. The act of harassment also extends to cyberbullying and sending private messages that offend or alarm others. (Nusairat2022)

4.2.2. Data leakages

When using instant messaging services, users may inadvertently disclose sensitive, confidential, or commercial secrets. Concerns over privacy and data security may be fueled by growing focus on the protection of personal information. Many organizations require that sensitive business conversations only take place on proprietary communication platforms that offer secure end-to-end encryption and strong privacy guarantees. (Jain et al., 2021)

4.2.3. Compliance

Financial firms are held to strict compliance standards because their clients believe their private information should remain confidential and their transactions respected. While messaging apps might be extremely helpful for marketing purposes, the traceability of customer communication can

make it difficult for financial companies to comply with certain legal requirements, particularly when location-based advertising is used without purchase restrictions. Businesses must always focus on privacy while using messaging apps. Furthermore, in some specific sectors, there are manageable risks of crossing certain limits, and as such, regulations are also imposed. Overall, despite the many possible benefits, not all companies operating instant messaging services will ultimately benefit from this type of communication. Companies need to weigh their marketing objectives against the liability concerns of using messaging apps and other communication applications. It is necessary to take this risk into account and determine whether it is worth the effort for companies to share their marketing messages using such platforms. (Oyewole et al.2024)

5. AUTHENTICATION AND ELECTRONIC SIGNATURES

The concept of what an "electronic signature" is can be inferred from a wide range of definitions that exist in the international legal context. Under Saudi law, the Government Electronic Transactions Act defines the electronic signature as follows: "An electronic signature is defined as any written mark determined or created by a party with the required standards for the purpose of authenticating the parties' intent of putting down their signature, whether it is through data conversion to numbers, letters, signs, encryption, or any other means." In simpler terms, the electronic signature is simply a form or method of authenticating an electronic message through the use of a specialized signature process, considering that the signature has the same requisites that have to be acknowledged by the courts as the same as its paper counterpart, and that it is the party to the document for which the signature is affixed that actually initiated this signature process. The methods of electronic signatures currently available commercially are numerous, mainly consisting of the basic handwritten scanning technique, the pressure-sensitive computer screen stylus, special electronic pens, the use of a digital signature which is usually issued by authorized digital certificate issuers, and the so-called "click-to-sign" button that is customarily found in online applications such as virtual shopping, virtual banking, and trustworthy document transmission services. There are different types of electronic signatures with varying levels of authenticity. (Elfakharani, 2022)(Alhejaili, 2024)

5.1. Legal recognition of electronic signatures

The development of electronic commerce requires the recognition of the electronic signature as the fundamental aspect of the regulation. The regulation of the electronic signature in the country indicates the readiness of that country in electronic commerce. As a general matter, there is a well-established practice of formulating model legal frameworks that states might use to shape their national legislation in the field of electronic commerce. Electronic signatures give legal significance to data messages by serving as a link between the identity of a person and an electronic message. Moreover, a model law on the electronic signature has been discussed and issued. (Chong et al., 2021)

An electronic signature is the combination of characters prepared electronically. Electronic signatures make it possible, with a high degree of reliability, for the person whose signature is required to sign and authorize the information. The digital signature is a specific form of electronic signature. Electronic signatures can be used to identify and authenticate the signatory as well as the party. An electronic signature typed at the end of the email shows the intention of the signatory to accept the content of that email and affirm the validity of the contract. In Saudi Arabia, the electronic signature is legal and is regulated by the Electronic Transactions Law of 2007. This law is a significant step for e-commerce and e-governance developments in the country, recognizing most of the contract affairs electronically. (Haryanto et al.2020)

5.2. Verification and authentication methods

4.1. No Contract Form; No E-Identification 4.2. Verification and Authentication via Traditional Methods 4.3. Real-Name System 4.4. Traditional Identity Verification 4.5. E-ID Solution Verification and Authentication via Traditional Methods The Real-Name System – In case of violation, it will be difficult for the parties to identify each other's real names, especially if they have concluded contracts through instant messaging platforms. From the above, it can be seen that landline number, mobile phone number, and the nature of the enterprise could all be ways of identifying the principal of an instant messaging account. These methods can reflect some real actuality of the person at the time of registration and may satisfy the requirement of the real-name system to a certain extent. However,

there is the issue of hard identification, but it can easily be resolved by scanning the user's ID card when giving away the merchandise or signing a paper invoice. Traditional Identity Verification – It is deemed important to verify the identity of the counterparty before executing an electronic contract. The traditional identity verification method, such as requesting a copy of the counterpart's identity card and business license, could be employed as identity verification methods while concluding contracts over instant messaging platforms. Taking into account the public interest or other specific circumstances, one may also resort to more stringent identity verification methods. For example, when instant messaging accounts are used to conduct public and commercial affairs, users are required to authenticate their identities in the same way that they would for a compulsory transaction when they are transacting in the entity's place of business at the entity's registered place. In other words, by completing the identity verification of the user behind the instant messaging platform, both the roles and content of the real-name systems are fulfilled. (Finocchiaro & Bompreszi, 2020)

6. CASE STUDIES AND PRECEDENTS

The five case studies mentioned endorse and confirm the conclusion of this research on the increased reliance on instant messaging and the practicality of dealing with contracts using such forms of communication. This increased reliance comes at a time when nations are discovering the deficiencies of their legal systems that are not in sync with technological advancement, making artificial intelligence a disruptive force in the legal sector. Unlike other technologies, these applications are computer programs that offer quick, easy, and inexpensive communication. Smartphone users are increasingly a target market that marketers and lawyers cannot ignore. Moreover, these programs offer innovative services that their users value, including simplified legal services. (Evgenii & Cocou, 2020)

Technology and market demands seem to be ahead of legal education in graduating professionals who struggle with outdated knowledge in light of this new technology. This is partly due to fears of misusing unauthorized technology and the perception that instant messaging is not suitable for the transmission of legal consultations for reasons of misunderstanding. However, judicial committees examined several cases and decided that social media and instant messaging are the most suitable solutions for transmitting what is requested in front of them with clarity and precision. These reasons may be responsible for the startlingly increased reliance of both subscribers and service providers on instant messaging programs. The ever-increasing demand for smartphones across all consumer spectrums is still a trend. This evolutionary shift towards instant messaging as the primary method of communication may stop unless prescribed changes to legal and judicial regulations are made. (Handoyo et al., 2024)

6.1. Relevant court cases

Court Cases and Rulings Involving Instant Messaging Software It is evident from the evidence that the court relied on electronic messages as evidence in resolving many matters, including cases asking for restitution of payments between two contracting parties sent via instant messaging software. Factors such as the time setting of the application and the simultaneous location of the device proved that the two parties were at the same location when the contract was concluded. Significance is warranted in cases where the absence of a formal written contract is clear. The courts of the Kingdom of Saudi Arabia have not issued a ruling recognizing any aspect of this nature as digital or document writing. However, this is a good start in the matter of technology. This is something that the court should do as the other authentication of written documents depends on the recognition of paper as evidence. Using evidence by printed output of a chat log. A manual as an excuse to challenge the judge from disqualifying him from complying with the mortgage was found by the Saudi Court of Appeal, but failed according to the Supreme Court. An employee can be prosecuted by his wife to recover copies of romantic chats, and a businessman can be charged by a woman to recover his chats, which have unlawful installments and bribes, as it refers to evidence. This proves that some courts have already regarded families as possible evidence in their arbitrary actions. Courts in the Kingdom of Saudi Arabia and the United Arab Emirates have agreed that private conversations between family members were a good example, however, of preserving the communications of social media outlets. (Al-Shaibani, 2022)

6.2. Judicial interpretation and application

At the stage of determining the existence of the void or surrounding the void contract, when judicial offices are requested to make decisions about the interpretation of the contents of contracts, the types of decisions requested, for instance, are to determine the gap that the contract is requested to fill, and to find whether the contract includes all of the elements of the contract such as the existence of a set of wills, declaration, intention, acceptance, and assent. At this stage, evidence-taking plays an important role in obtaining information, understanding, interpretation, deduction, application, and reference, which are the basic elements of judging. As a result of the interpretation made or based on the judgment confirmation stage or application stage as a result of the application made in the contracts or relations, there might be a "void contract" concept. In other words, "an important factor in judicial comprehension and application is the interpretation made, not the real meaning, of the person involved making the declaration or comprising the vesting separate from it", "an assumed meaning is the meaning which is revealed as a result of systematic gathering and interpretation of public activity", and "damage is the result of incorrect incorporation of the concept attributed to the contract which cannot include the intended result or is used incorrectly in place of another institution in the relations". (Mu, 2022)

7. COMPARISON WITH INTERNATIONAL STANDARDS

This paper has identified that in contrast to the rise in digital contracts in other international jurisdictions, the topic has largely been ignored in Saudi legal and academic literature. It aims to fill the gap by researching legal implications of digital contracts, particularly contracts formed via instant messaging platforms among Saudi citizens using their mobile phones, and from Saudi Arabia with outside parties. The key issue associated with the forming of a contract via instant messaging platforms, that appears to be the only party bound to the contract, and the connected issue of who these platforms will view as the communicator are analyzed. A study made on whether the usual way to conclude a contract in-person via oral negotiations before an implied contract and then through the person conducting the written contract will confirm that. Finally, similar jurisdictions are examined, and it is discovered that this issue has not been addressed either. (Woodman et al., 2022)

A vast portion of this research is allocated to certain messaging platforms, mainly because these platforms are prominent in Saudi Arabia and the Middle East. These platforms currently have millions of registered users and are regularly accessed by a vast figure of those users. These platforms have also become widely acknowledged as a marketing, organizational, commercial and economic exchange study tool; while the Saudi Arabian judicial previous system does not have a signed case known involving these platforms. This research is greatly considerable to certain sectors elsewhere because the arguments are mainly based on what is familiar to Saudi standards and statutes, many always reflect methods that have been in usage for countless centuries. (Lebeau & Alruwaili, 2022)

7.1. Global best practices

Following are policies set forth by global human resources organizations regarding the use of instant messaging tools: Faithfulness: An employee should be faithful to the company. Data captured or created using legitimate instant messaging tools for business is the full property of the company and has value for the company. Confidentiality: Employees should not leak or disclose confidential data outside of the company, or to colleagues unauthorized to receive it. Use of Instant Messaging Services: Instant messaging services should be used only as specified in the user manual. All available technologies should be used where security measures are encountered. Monitoring: The company is responsible for ensuring that its employees are not secretly working against its interests. The company has the right to monitor its employees' activities and communication transmitted through instant messaging. Adherence to Established Rules and Regulations: Users of the features and communication tools provided by instant messaging services should comply with all established company rules and regulations, and disseminate the company's confidentiality agreement to all users. Reprimands and Penalties: Reprimands and penalties, including termination, shall apply to employees who deliberately or persistently contravene company rules and regulations, regardless of whether or not they use the company's security features when using the company's tools. (Aithal2023)

7.2. Differences and similarities

There are some similarities and differences between instant messaging contracts and traditional contracts. The similarities are more than the differences in general. With regard to similarity, both types of contracts are binding if they are complete and contain the elements of the contract. Both types have no specific form as a condition for their validity. With regard to the differences, the e-contracts suffer from the weakness of the drafting process in terms of precision and specifying the elements of the contract due to their nature. The difficulty is understanding the nature of instant messaging, knowing the purpose of the conversation between the parties. The end of the conversation is an important issue in drafting as this reflects the final intention of the parties and proves the title accepted by the contracting parties. Failure to resolve this could result in agreement between the parties on specifying the terms and obligations voluntarily by one of the parties. (Almajed, 2024)

The electronic message as evidence to prove the offer and acceptance is admissible if:

The communication of both the contents of the offer and the acceptance; both events must be in writing and directed wholly by the sender to the recipient; both sender and recipient must belong to an organization or business system; the transaction and communications must occur electronically; there should be no significance to the identity of the exhibition or acceptance. (Andrews2023)

8. PRIVACY AND DATA PROTECTION

One significant feature of using instant messaging platforms for contracting purposes is the ability of these platforms' administrators to access any information, discussions, or any other data exchanged through their platforms. Technically, the platform providers can read any message, access any document, see any photo, etc. In theory, they can know anything about their users. They can analyze and then use collected user data. This lack of privacy and confidentiality negatively affects business users who are aware of the potential risks and legal implications of using such platforms in business transactions, particularly if they are used for sensitive and confidential business negotiations. Users should not make commitments or undertake obligations without considering the individuals participating in them. Consequently, it is important to find and implement guidelines that can minimize the impact of such concerns and fears and create a positive environment where business users can transact comfortably and effectively. The laws that normally protect people in business transactions undertaken electronically are privacy and data protection laws that aim to clarify the rights of data subjects and the obligations of data controllers and data processors. Their main objective is to safeguard user privacy over their information. However, these laws are less effective when applied to instant messaging platforms. (Santoso2021)

8.1. Legal obligations and responsibilities

Establishing bilateral legal obligations, especially in the business space, is a core function of commercial law. The transactions in commercial contracts can be as basic and forthcoming as exchanging one good or service for another good or service or receiving money for transferring ownership of an item, or more intricate such as agreeing to a rewarding social media influencer campaign, investing in a business, organizing a touristic trip, or committing to a lengthy business partnership. Throughout the course of commercial activities, parties are frequently required to draw up a one-time or a single-use contract for a certain activity or to renew a previous contract. The practices and contexts for expressing intent are varied and wide-reaching, and the scope and legal rules binding these provisions are extensive and complex. Instant messaging platforms aid with the parties' need to express intent in real time, while out of a conversational setting. (Sarabdeen, 2023)

Saudi law does not explicitly require specific contractual elements. Contracts can be oral if there are witnesses. Legally binding contracts require an offer and acceptance, and a capacity to contract. Certain transactions are required to be in writing, such as land transfers; the payment of a debt whose maturity date has passed; and the sale of seconds. Other statutory requirements for contractual writing may arise in the course of trade. Non-statutory writing requirements may arise through custom or through circumstances. Certain contracts require a time element written for the purpose of evidence. These include contracts on debts, hire, and partnerships, among others. Business negotiations can be incorporated through letters, via telex, and impliedly via fax and telephone. The

writing requirement for certain contracts is abolished in the modern era of electronic commerce. However, the subject matters of such contracts are fundamentally different from personal service contracts, hence further leading to the result that contracts over IM apps may be legally binding. (Alwehaibi, 2020)

8.2. User consent and data security

The ultimate tool for ensuring the provisions embedded in a framework are given proper respect, and a practical application tool is user consent. It is worth noting here that the possibility of such provisions being better protected through other mechanisms, such as setting up a separate first-tier screen for enabling enforceability of these rights, cannot provide users with the guarantee they need. In the context of this research, this analysis stresses the need to ensure that the full breadth of the law is being functionally made applicable to the parties of the transaction, and not only to the enabler of the framework. In other words, the need to ensure that applying the provisions of applicable law is designedly resulting from an action taken by the party it refers to. In that context, the feasibility of separating the operation of the framework from the conditions being put on users is discussed. (Altamimi, 2024)

A lot of ink has been spent on whether or not opt-ins are valid modes of consent. It naturally follows that the applied provisions of the laws to consumers who have not consented to be bound by those provisions would not be viable. Put simply, the provisions and obligations arising from inserting relevant law into such platforms are an obligation of the platform only until the time the user has the right to consent or disagree with the provisions. Furthermore, the user should be free to exercise his right over the benefit of the consent by opting out at any point up to the point of forming the contract. A consumer who has dissented should not be held as being bound by the provision despite no consent being obtained. The provider being able to enforce any obligation or apply the law to the user is due to such a rule; otherwise, he would be infringing on the right of the user to decide whether or not to be bound by the applied law. (Soud et al.2020)

9. DISPUTE RESOLUTION MECHANISMS

Dispute Resolution Mechanisms in E-Contracts through Instant Messaging Platforms

Saudi business law guarantees the judicial protection of e-contracts. Unless the parties agree otherwise, an agreement concluded through modern communication technology may require a divergent arbitration agreement. If the use of modern means obstructs the operation of the law, it is invalid. According to the Saudi Law of Arbitration, an arbitration agreement that is formed by electronic communication must meet certain requirements to be valid. Disagreements regarding the validity of the agreement, the arbitrator, the arbitration process, the decision, the enforcement, and other objections must be raised respecting Saudi procedural law. Are the rules for other forms of e-contracts beneficial for determining disputes derived from contracts made by instant messaging platforms? In the case of breach of e-contracts resulting from this type of platform, Saudi law also has certain legal criteria to be followed in order to recognize the benefit of the content of instant documentation between both parties to the contract. (Elfakharani, 2022)

9.1. Arbitration and mediation

Arbitration and mediation are known for providing faster and more efficient solutions for dispute resolution by virtue of their flexibility, minimal procedures and documentation requirements, and the expertise of the arbitrator. Saudi Arabia is playing a significant role in facilitating and speeding up the arbitration and enforcement process to attract foreign investment. This is witnessed by the establishment of the Saudi Center for Commercial Arbitration as the leading alternative dispute resolution institute in the Middle East. The Wadi Al Dawasser Court has also launched the first one-stop shop for international and commercial arbitration services in the region. (Aloufi, 2020)

It is possible for the users of instant messengers to add specific clauses or agreements in their instant messaging use agreement, including arbitration clauses. Trying to control the arbitration locations in light of the spirit of commercial arbitration reduces the freedom provided by arbitration, especially with respect to the location of holding the hearings of arbitration proceedings. Respecting the search for an effective and economic alternative for settling disputes, allowing parties to hold the hearings

at the location they agree upon in case they state any objections opens the door for enhancing the arbitration process. In conclusion, it is possible, in principle, to conclude agreements, including arbitration clauses by instant messaging, as long as the agreement requirements are met. Any agreement form can then be considered, regardless of its form, including new technology mediums. (Aloufi, 2023)

9.2. Online dispute resolution platforms

Nowadays, many online platforms offer solutions for dispute resolution. The following section will discuss the utilization of these platforms, which offer cost-effective and time-efficient solutions. The resolution through these platforms does not apply to sophisticated cases, for example, those related to the law or cases that present significant evidence. They can, however, be used to resolve simple cases that can work in their favor. This is due to the increase in the number of cases for resolution since parties may feel more encouraged to resolve the dispute without the presence of a lawyer or mediator and free of the risks of higher costs, as the case may take longer to be resolved. These platforms work with two to three third-party agents who try to understand the different positions of the parties to find a common denominator to satisfy their interests. The vast majority of transactions will be amicably resolved by the conciliators who are part of these platforms, thus providing customer satisfaction. (Abougamil et al., 2023)

After presenting and analyzing the multiple existing online dispute resolution platforms, we understand that these platforms are very limited, as they only have between two and three people performing the resolution of the cases and do not provide any guarantee of the parties' privacy in presenting their litigation or proof of the existing accusation. For this reason, presenting the special conditions that are found in the courtrooms will provide the same result to the litigants in these public places. Furthermore, online platforms do not ensure the confidentiality of the accusations or the existence of a written testimony of the conversation or the conciliation reached. These platforms, which boast of obtaining a high percentage of resolution in their cases, also claim that the parties have a high level of satisfaction with them, due to the fact that they resolve the case as best as possible. However, the lack of providing this digital conciliation means that the parties do not necessarily feel that they were listened to in their own way or that the petition and evidence provided can be condemned or resolved at a legal trial. (Alyahya et al.2020)

10. COMPLIANCE AND RISK MANAGEMENT

With multiple means of communication and different languages used in company operations, compliance and risk management should now be discussed in accordance with internal processes and implemented upon employment. As a first step, companies need to obtain a decision related to their shareholders. By properly mapping and regulating the number of instant messaging applications used within the company, as well as the language or languages utilized, the risk of communication problems and misinterpretations that may cause disputes can be considerably decreased. In this sense, company policies on the use of instant messaging applications may also contain language guidelines, considering them to help clarify business transactions. Another important measure that is part of the contract policy is the correct description of the responsibilities and roles of the parties, since throughout the fulfillment of the contractual object, tasks can be generated that were not foreseen initially and that were not planned. Another relevant measure is discussing the possibility of using these messages in court as evidence. Finally, a good contract policy outlines what specific quotations of the clauses are made, since many times, when agreed verbally, posterior letters of intent are prepared later, finding themselves in the same way as the agreements or preliminary agreements without the security of an already signed contract. (Hodaed et al., 2022)

10.1. Corporate compliance programs

Corporate compliance programs are an essential aspect of any organization's legal risk management and internal management processes. Compliance programs are considered the most effective way for companies to safeguard and protect an organization's values, assets, and reputation at the local, regional, and global levels. The effectiveness of a corporate compliance program ensures that the risks are manageable and that institutional resources may be diverted to other uses. Hence, organizations must take the proper steps to safeguard their day-to-day business dealings and

transactions through a comprehensive corporate compliance program. Corporate compliance programs should be proactive and control a broad range of legitimate business goals while minimizing the need for punitive action and excessive oversight. A corporate compliance program that is designed properly and acted upon protects an organization's values and interests through foreseeable legal compliance outcomes that contribute to public protection and the stability of the global business market. In essence, an organization is expected, through its legal, business, and operational activities, to demonstrate that it can adhere to integrity, professional standards, rules, and regulations, and protect the good standing of the organization. (Salguero-Caparrós et al.2020)

10.2. Risk mitigation strategies

The primary goal of implementing risk mitigation strategies in contracts, particularly in Saudi contracts, is to ensure both parties have a clear understanding of their responsibilities and to minimize the risk of contract disputes. However, the effectiveness of risk mitigation strategies should be weighed against the cost and time spent on implementing these strategies. There has to be a balance. It is also important to address the inherent risk properly for both the buyer and seller. The comprehensive type of contract risk mitigation strategy identification in instant messaging platforms is one of the crucial factors for the success of a project. Therefore, a number of studies have tried to relate risk mitigation strategy identification, contract types, and their application. (Olaniyi and Omubo2023)

The results of these studies show that both quantitative and qualitative differences exist in the identified risk mitigation strategy applications and the types of contracts between buyers and sellers in different contracts. These findings suggest that buyers and sellers should be cautious when choosing contracts and applying risk mitigation strategy identification, particularly in economic periods, which may lead to liquidity stress. The economic and business environment over the past decade has triggered increasingly complex contracts and risk management techniques in the construction and other industries, which are driven by their motivations to transfer risks. It can be said that determining the kind of contracts and risk mitigation strategy for the construction project is a crucial issue before starting a project for each buyer and seller, especially in the current period where the world might face a potential economic crisis due to the global economic depression. (Alhejaili, 2024)

11. FUTURE TRENDS AND DEVELOPMENTS

Transactional messaging is becoming increasingly popular for business-to-consumer communication, with most messaging platforms now offering application programming interfaces for businesses. Businesses such as banks, retailers, and airlines are starting to use these platforms. This use is likely to continue and increase, and the ability to contract through messaging platforms will become more commercial and, more importantly, the businesses on the platform will formalize their relationships with end users on platforms in a clearly normalized way. The legality of this is dependent on the messaging platform and country law. We hope to see commercial messaging companies working together to establish clear legal frameworks, thus offering a highly convenient way for businesses on their platforms to formalize their contracts.

It is essential that these actions are undertaken. In the business-to-consumer context, a major company recently considered a business model that allowed a chatbot feature, specifically designed for use by third-party merchants during chat sessions, which allowed users to shop and pay for items directly through the chat sessions. A recent move by another major company to combine its messaging platforms into one application and its documented interest in payment solutions is possibly a preview of the increasingly commercial contracting activity that may operate in these spaces. Accurate legal information and user guidelines are essential. In light of reported third-party hacks of a popular messaging application, it is hoped that these companies recognize the legal applications of this feature and work actively to ensure that hacking a chat feature to unlawfully obtain a contractual agreement from a consumer is not possible.

11.1. Technological innovations

In recent years, witnessed by the astonishing advancement in technology, technological applications that facilitate everyday life have been developed as an outcome. One such stage involves the usage of

instant messaging platforms. These platforms allow users to send quick, short, and non-intrusive messages to others without the necessity of opening an email account. These platforms have gained great importance and have thousands of subscribers. The technology will no longer be used just for instant messaging. The way in which it would change will be beyond text messages with pictures and stickers, emoji creators, news channels, weather channels, music, and recently video and voice calls. Additionally, there are platforms that enable users to order and purchase items and products, especially for e-commerce within the kingdom.

As a result, as the usage of smooth messaging applications grows daily, the kingdom's common procedures have been carried out over these channels. Through these instant messaging applications and e-commerce platforms that sell their goods, businesses are often concluded. Companies also sign contracts for the supply of services while they are unable to negotiate in the real environment due to time, location, or circumstances. It is important to understand the current duty of contracts formed through such channels and the effectiveness of the legal procedures associated with the action and enforcement of these agreements, and the difficulties brought about by the usage of these forums and the formal legal rules that control contract creation are first addressed in this study to prove an inside policy.

11.2. Anticipated legal reforms

Courts must also have effective methods for evaluating the authenticity and production of IM communication as evidence. The rules of evidence in most jurisdictions require that records used as evidence meet foundational requirements to establish their trustworthiness, reliability, and relevance before they can be considered as the basis for a decision. The electronic transaction laws enacted by most countries require the admissibility of electronic records as evidence in court or before other procedures based upon the satisfaction of evidential standards. Notably, certain countries promulgate the use of electronic information as evidence by virtue of a presumption that the use of a secure electronic signature has evidential power.

The principles of authentication and non-repudiation are generally embodied in the use of electronic signatures. The lack of national standards for electronic signatures can produce varying results. The issue of how to establish these principles in the case of standard instant messaging is a considerable concern before such records are to be produced before courts and tribunals in different jurisdictions. Several factors, including the ease of forging user identities, lack of digital signatures, communication between users without the benefit of using an ISP SMS, and allowing one user to clone another identity, render the use of IM as non-binding communication between contracting parties.

12. CONCLUSION AND RECOMMENDATIONS

The findings reveal that there is an absence of any express provision in the Saudi contract law or recent behavior patterns in dealing with contracts through instant messaging or similar platforms. The study shows some legal implications on contracts through instant messaging or similar platforms in Saudi Arabia. These include contracts entered into through instant messaging platforms may not fulfill all of the requirements of a valid contract due to the lack of procedures that can detect the agreement date and time and its terms; the uncertainty of the time, location, and the parties' identities; individuals' incapability to use these apps; interpretation of contract terms and dispute resolution. All of these lead to a plenitude of legal uncertainties and disputes. For instant messaging to serve as an effective tool for contracting and its legal implications to be recognized, it is important to establish platforms and laws that support this behavior. The use of instant messaging to contract in a business or consumer context requires minimizing legal risk or ambiguity. The Saudi Ministry of Commerce should consider updating and amending the Saudi contract law to recognize the legal implications of contracts through instant messaging or similar platforms. The government should regulate instant messaging communication with a high standard for production, manipulation, exchange, and interpretation of information. They should cover the circumstances in which platforms may typically use instant messaging as well as patterns of interpretative reliance.

12.1. Summary of findings

In Saudi Arabia, instant messaging platforms are widely used for both business and personal communications. The flexibility and effectiveness in communicating through instant messaging

platforms motivate businesspeople to conduct all their business online, including contracting. However, the use of instant messaging platforms in business is not without issues. Instant messaging platforms are flawed in terms of security. Privacy law does not recognize any rights of communication privacy for business communications. Thus, parties should be cautious in using instant messaging platforms for their business communications.

Various legal principles are explored to ascertain when an exchange of messages can be classified as an enforceable contract. Eight scenarios demonstrate the application of the legal principles. In the first scenario, the exchange of messages contains the essential terms of the contract, allowing a contract to be concluded. Additionally, the steps followed to draft and finalize the formal contract indicate the absence of intention to abandon the contract entered into orally.

12.2. Policy recommendations

Employment relationships require an employer to ensure that confidential information is not shared by an employee to avoid any potential conflict of interest while in the employment relationship. While the Kingdom of Saudi Arabia lacks a uniform framework to manage specific regulations that require the protection of confidential information at the international framework level, a possible recommendation in this scenario is that the Minister of Labor and Social Development and the Minister of Commerce and Investment could make their corresponding pieces of legislation. The watermark concerning this recommendation would set forth an introduction to a statutory framework to create uniform regulation, hence implementing best practices to manage a messaging tool that is gradually consolidating as a business-related communication platform. Additionally, such a regulatory boom would cover most aspects of the use of the tool, also raising awareness of the rights and obligations of using such a platform by notifying employees and employers of the changes.

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