



 sciendo

BALTIC JOURNAL OF LAW & POLITICS

A Journal of Vytautas Magnus University
VOLUME 15, NUMBER 7 (2022)
ISSN 2029-0454

Cite: *Baltic Journal of Law & Politics* 15:7 (2022): 403-415
DOI: 10.2478/bjlp-2022-007029

"Civil Liability for Electronic Banking via Mobile Phone"

Dr. Faisal Alabdallat

Work as a lawyer

Faisal_alabdallat@hotmail.com

Received: October 14, 2022; reviews: 2; accepted: December 15, 2022

Abstract

The main objective of the research is to shed light on the civil liability of mobile banking and to clarify the position of the Jordanian legislator regarding it. Therefore, this research was divided into two sections. The first dealt with the definition of electronic banking via mobile phone and the basis for its regulation in Jordanian legislation, and the second was devoted to the provisions of civil liability resulting from banking contracts. The study reached a set of results, the most important of which is that it classifies the subscription contract for mobile banking service as a continuous compliance contract, and the electronic operations contract as an immediate contract, sponsored by three principles, the authority of the will, consent, and the binding force of the contract, through which civil liability is achieved. Contractual and tort - is the responsibility of its parties. As for the most important recommendations, it was represented in the need to develop the necessary legislation and laws to ensure the efficiency and effectiveness of the process of supervision and control of banking and payment systems by the Central Bank, including the development and updating of the regulatory and legal frameworks for this service and work to complete the technical aspects required in terms of compatibility and interdependence between the different systems.

Keywords

electronic banking, mobile phone, electronic civil liability.

Introduction

The entry of the banking sector into what is called globalization and the interaction of technology and communication technology, led to the inevitability of the development of this sector in its various aspects. The emergence of banking in

all its electronic channels is the highest form of this development, especially mobile banking. Convenience and efficiency in performance, instantaneous speed, and all this without restriction in time or place.

Once the terms of the subscription contract for the mobile banking service are agreed upon and signed by the customer, a civil liability and obligations arise on the bank and the customer, and then the customer can benefit from the service, and there is an authority to prove this service and its extracts, so and in order to learn more about responsibility We will study and analyze the civil banking system via the mobile phone and clarify the position of the Jordanian legislator on it.

Problem Research

The research problem lies in the suitability of mobile phones for conducting banking transactions, the extent to which the Jordanian legislator organizes the mobile banking service, and how to establish civil liability (contractual and tort) for mobile banking contracts. Accordingly, the research problem can be formulated by answering the main question represented by: What types of civil liability can be incurred by both parties to a mobile banking service contract?

Importance Research

The importance of the topic is highlighted by highlighting the novelty of the mobile banking service and its rapid development as an electronic channel or a modern electronic payment method, and indicating the resulting obligations and responsibility for violating its provisions.

Objectives Research

The aim of the research is to shed light on the civil liability of mobile banking and to indicate the position of the Jordanian legislator on it.

Methodology Research

View of the multiplicity of research approaches and for the purpose of answering all the questions related to the subject of our research, we followed in our research the analytical and comparative approach of jurisprudence and judicial rulings in the Jordanian civil law to come out with legal rules that can be applied in practice.

First topic

Introducing electronic banking via mobile phone and the provisions of its regulation in Jordanian law

There are many electronic services provided by banks through electronic banking, the main pillar of which is the Internet, so electronic services appeared in

separate periods such as the ATM service, then the phone banking service, and then the Internet banking service, as these services developed through the electronic means through which they are used Banks hastened to adopt a new electronic service, which is the mobile banking service, which has won great satisfaction and demand from customers due to the advantages it offers in many aspects(Abdel Halim,2020). Through this research, we will investigate the following :

Requirement: what is mobile banking?

Through this requirement, we will answer the following question: What is mobile banking? In order to answer this question, we will consider the following:

First: Introducing mobile banking

There are many names for this service, so it is called mobile bank, mobile bank, remote banking services, banking transactions via mobile phone, mobile banking, and other terms and designations. There is no definition of mobile banking service, neither in the law nor in the judiciary, but there are several Jurisprudential definitions, as defined by the instruction booklets provided by Jordanian banks to define electronic channels as follows: "a service provided by the bank to its customers as part of electronic services(McMurray,2009), enabling them to conduct many banking operations via cell phone, such as inquiring about balances, requesting a check book, or transferring from one account to another account in the same bank and other banking services permitted by the bank", and defined by the Consultative Group to Assist the Poor as follows: "the provision of financial services outside the scope of traditional banking branches using information and communication technology and non-bank retail agents " (Abd al-Halim,2020).

And through the foregoing, we can define it as follows: "Mobile banking is through which banks provide banking services electronically to manage and follow-up customers for their accounts and complete their banking and financial operations electronically at an instantaneous speed through their mobile phones."

This service enables the customer to follow up and manage all his transactions that take place on his financial account with the bank via the mobile phone through his password, where he requests a specific number designated by the bank for this purpose, then the bank device that has programs and special information to manage the service responds to him electronically, and asks him Entering the password previously given to him by the bank, and a page will appear containing all the data and services that the customer needs and wants, and thus he gets the service he wants or inquires about it in an instant, so he does this at any time he wants, and from wherever he is.

Also, the mobile banking service is conducted through the means of communication by a solid technology and communications company specialized in this regard and with the agreement and supervision of the bank, and this company relies on several equipment and devices used for this purpose(Youssef,2014),

including the employment of smart cards, as it is the main medium for storing banking applications, Especially since it enjoys a great deal of security that exceeds other technical means, as these cards allowed the ability to store and manage electronic signatures and various means of identification, verification and reliability in banking business and in the relationship between the bank and the customer.

As for the mechanism of the mobile banking service, we will learn about it by addressing the mechanism of this service by accessing the Internet and the mechanism of the application, in addition to the mechanism of the SMS service, as follows:

Second : The mechanism of banking via mobile phone and SMS

Electronic banking services are similar in some aspects and differ in other aspects. They are similar in terms of providing services remotely, instantaneous speed, etc., and they differ in terms of the nature of the service, the electronic means, and the mechanism of this service. Its work, the mobile phone can be used as a device for receiving short messages, from banks through the telecommunications company accredited to the customer and with which the bank deals, and through a personal computer service to access the Internet, and at the same time it is a device that makes phone calls receiving and sending and a means of social communication, so we will highlight The light on the mechanism of the mobile banking service, and the mechanism of the short message service(McMurray,2009).

1. **Mobile banking mechanism:** The mobile banking service benefits the customer who submits a request to the bank to subscribe to this service. And it is either by accessing the Internet (according to one bank to another) or through an application that the bank offers on one or both of the systems, and the customer's mobile phone must contain a service in order to enjoy the mobile banking service.

In addition, the service mechanism is done by accessing the Internet through a discreet specialized communications company, which takes it upon itself to provide the appropriate environment to complete the procedures related to the work of this type of channels, which depends mainly on the equipment, programs and devices used for this purpose, as they are loaded on the server. Which is connected in turn with the system in the bank, and all of them are linked to technical protection systems for the information in them, such as the firewall system, and the anti-virus system . On what he wants to inquire about, after entering his password and account number, in return, the system answers and displays it on the mobile phone screen(www. abhatoo.net.ma) .

The mechanism of the mobile banking application does not differ from the previous mechanism in principle, but the method of access is the one that differs, as the application is activated after downloading it on the mobile phone and pressing the registration option, then entering private data (such as bank card data, date of birth, etc.), then Clicking on the submit button, and finally the

customer will need a code to enter the application and give payment orders where the terms and conditions are read, and after approval, he chooses a code, then confirms the code by entering it again, then the application is activated and the customer benefits from the mobile banking service(Al-Rahmani,2014).

2- SMS Mechanism: It is a service provided by the bank to its customers that helps them follow up on all the financial transactions that take place on their accounts via the mobile phone number registered with the bank when requesting to subscribe to this service, and it is either free of charge or in return, according to the contexts and policies in force in the The bank, where the bank customer chooses the type of operation required to receive SMS messages, the accounts and their types (such as the process of depositing or withdrawing or collecting checks and other operations that are received on the account), as the mechanism of the SMS service is based on the presence of a server device for SMS connected with the server For electronic channels and connected with a mobile phone company via a special device, when the customer conducts a transaction on his account and is subscribed to the short message service, the electronic channels server informs the short message server, which in turn sends an encrypted message to the service provider (and a company specialized in this field is one of Mobile telecom companies), where the latter sends a message to the customer's mobile phone number that includes the banking service to be inquired about(Fahoush ,2010).

The process of SMS messages from the bank to the mobile phone and vice versa goes through two main stages, namely:

1- Encryption stage : It is based on the mobile network operator, the user, and the mobile banking service provider with advanced encryption systems. Information exchange and payment orders are issued by SMS between the operator and the user by adopting a specialized software for mobile banking operations, and then transferring information The financial user from the operator's center to the mobile banking service provider via Internet protocol.

2- The stage of using the (IOS 8583) system: This stage is between the mobile banking service provider and the user's bank, using messages to create cards for financial transactions, which is a standard of the International Organization for Standards based on electronic information exchange systems by payment card holders, and this is done through (IP between the bank and the mobile banking service provider.

second requirement : the legal provisions that regulate mobile banking in Jordan

With regard to the law governing electronic transactions in Jordan, it is the Electronic Transactions Law No. 15 of 2015, and the Payment and Electronic Transfer of Funds System No. 111 of 2017. The most important provisions that the electronic banking system needs via mobile phones will be explained as follows:

First: Electronic Transactions Law No. 15 of 2015

This law consists of (29) articles in which the legislator deals with electronic transactions that take place between natural or legal persons or between them, or electronic transactions that take place with the government. "Transactions carried out by electronic means", and based on this definition it becomes clear to us that any action can take place between one or more parties to create a specific obligation, and the agreement is that this action takes place by one of the electronic means, its consequences are subject to this law, including financial transactions, and as Electronic means were defined as: "the technology of using electric, magnetic, optical, electromagnetic, or any similar means." Here, the legislator did well in not specifying and naming electronic means, as he made the field wide in front of the devices to which the definition applies, whether they were invented or will be invented, and it is clear that The mobile phone is within the framework of the legislator's intention to define electronic means, as it is a device whose workmanship and electronic nature are known.

The Jordanian legislator did not stop at the limit of the electronic means that are used in electronic transactions only, but went beyond it and reached the extracts of these means or devices and included them in the submission to this law. For example, the mobile phone and its extracts from electronic means such as e-mail messages and short messages (SMS) or any exchange of information that takes place via the mobile phone, based on his definition of the electronic information message, where he defined it as: "Information that is generated, sent, received or stored by any electronic means, including E-mail, SMS or any other electronic exchange of information.

It also permitted natural and legal persons, as well as governmental and non-governmental facilities, to conduct their transactions using electronic means, based on Article 4 / A, which stipulated the following: Any ministry, public official institution, public institution, or municipality may conduct its transactions using electronic means, provided that the requirements for electronic dealing are met. contained in this law and the regulations and instructions issued pursuant thereto.

However, the Jordanian legislator excluded in this law some transactions that cannot be conducted or subject to the electronic transactions law, because these transactions have their own special formalities in their holding or conducting, based on what was dealt with in Article 3/b and this exception came exclusively , as for electronic transfer For funds, Article 21/a stipulates the following: "The transfer of funds by electronic means is considered an acceptable means for making payment." The electronic transfer process is exclusively under the supervision and control of the Central Bank, based on Article 22/b as it stipulates the following: "Payment companies and electronic transfer of funds are subject to In carrying out its activities for the control and supervision of the Central Bank of Jordan.

Second: Payment and Electronic Transfer of Funds System No. 111 of 2017

This system consists of (55) articles in which the legislator dealt with electronic payment systems and electronic transfer of funds, as Article 2/A of it stipulated and defined several terms, including the electronic payment system and defined it as: "a group of programs or tools intended for payment, transfer, clearing or settlement For funds electronically approved by the Central Bank", it also explained what payment services are and defined them as "the procedures related to the issuance and management of any of the payment tools or the electronic transfer of funds contained within the provisions of this system", and also defined the electronic transfer of funds as: "the transfer of funds from the sender to the beneficiary By electronic means through the electronic payment system licensed or approved by the Central Bank.

And as Article (4) stipulates the following: "Any electronic means approved by the Central Bank that enables its holder to make an electronic payment or transfer of funds is considered among the payment tools..." And Article (16) stipulates the activities that he is permitted to perform under the license granted. for him.

From what has been mentioned, it becomes clear to us that this system is nothing but a complement to the Electronic Transactions Law No. 15 of 2015, but it is accurate to the term mobile phone. : "Payment tools, i.e. electronic means", meaning the meaning of electronic means in the Electronic Transactions Law, including the mobile phone, based on what was stipulated in Article 2 / B-1, accordingly: "The definitions contained in the Electronic Transactions Law shall be adopted wherever they are mentioned in this system. The context did not indicate otherwise.

second topic

The civil liability of mobile banking

To learn more, we will divide this topic into two requirements. The first deals with the contractual liability as well as the tort liability in the second requirement resulting from the electronic banking contract via the mobile phone, as follows:

The first requirement: the contractual liability of electronic banking via mobile phone

The customer signs several contracts at the beginning of dealing with the bank, as well as other contracts during dealings between them, starting with the account opening contract, which is the first contract to be signed between the customer and the bank, the general conditions of dealing contract, and the electronic banking operations service contract, and these contracts are among the

types of continuous contracts. , even down to the signing of immediate contracts represented in contracts for daily financial and non-financial operations such as contracts for electronic operations, which means that it is not sufficient to sign continuous contracts without signing immediate contracts to establish banking operations(Al-Sunaid,At.al,2021).

The mobile banking service contract is one of the contracts for electronic banking services, through which banks provide their services electronically from a distance, and it is one of the regular contracts that are subject to the general rules that govern contracts in general and contracts of compliance in particular. The bank electronically, and accordingly, the mobile banking service contract can be classified as a contract of acquiescence or approval, because in the contract, the role of the customer is limited to accepting a contract previously organized by the bank without the possibility of discussing its terms, meaning that the customer who wishes to enter into the contract submits to the conditions set. In advance, he can either accept or reject it.

In mobile banking operations, the contractual liability is based on three parties, namely the customer, the bank, and the electronic service provider or the telecommunications company with whom it is agreed to organize the mobile banking service. Therefore, the contractual liability in this situation differs in terms of the parties. The bank and the customer, or between the bank and the electronic service provider, and it will be explained as follows:

First: The contractual liability between the bank and the customer

The content of the responsibility between the bank and the customer is governed by the terms of the basic contract and the subscription contract for the mobile banking service signed between them, in addition to all other contracts pertaining to dealing with the bank. Responsible for providing the mobile banking service to the customer, as well as sending and receiving short messages that enable him to communicate his orders through them to the bank, and the customer is responsible for not misusing the mobile phone or the website in a way that leads to harm to the bank if it is of a confidential nature, such as the confidentiality of the personal number (PIN) Here, the bank is not responsible for the customer's negligence in several matters, including the customer's non-receipt of short messages in the event of a change in the phone number and failure to inform the bank of the new number or the loss of the password(Abdel Halim ,2020).

When there is a valid mobile banking service contract signed by the customer and the bank, the contractual liability is realized in the occurrence of an error on the part of one of them that causes harm to the other, and he must compensate, whether the error was due to delay, non-implementation, or implementation in a defective or incomplete manner, as if it was delayed. Or the bank did not implement the delivery of a message informing the customer of the execution of the order or the operation, and the cause of this delay or non-execution caused harm to the customer(Nazzal,2019). And most banks add a

clause or condition to their contracts that includes their right not to implement everything that is required of them if the customer agrees, and in this case the contractual liability for them is denied, but if there is no such clause or condition, then the bank is responsible for contractual responsibility and is obligated to compensate the customer for the damage he sustained.

Second: The contractual liability between the bank and the telecom company

The bank contracts with one of the mobile telecommunications companies to provide short message service (SMS) that is sent by the bank to customers - or services that may be offered in the future - according to the terms and conditions of the signed contract, according to which obligations and obligations arise on the shoulders of both parties, this contract may differ from one bank to another due to Different nature of services provided to customers.

The question that arises here is who is responsible for the contractual responsibility for the error or damage that occurs during the provision of the mobile banking service, is it the bank or the telecommunications company, and what is the type of contractual responsibility between them?

In order for the bank to provide a banking service via mobile phone, it relies on intermediaries, programmers, or engineers because of their experience in this field, based on the service contract signed with the telecommunications company. Within the subordinate's responsibility for the subordinate, due to the bank's association with the service providers by a contract, and since the pillar of the dependency relationship is the availability of an actual authority for the subordinate to supervise the subordinate and direct him in the performance of the work entrusted to him by him, corresponding to the subjection of the subordinate to the will of the subordinate, and therefore the responsibility of the subordinate is not required and the responsibility of the subordinate is sufficient(Shanq Zuhair,2016).

Accordingly, the bank does not have the authority to direct, control, and supervise them while they carry out their work, and therefore they are considered assistants or employees, not affiliated, so the responsibility for the error or damage that they commit lies with the bank on the basis of contractual responsibility for the act of others, based on the fact that responsibility The contractual act of a third party is realized if the debtor uses persons other than him in executing his contractual obligation(Abu Farwa,2009), and this is what happens in the provision of mobile banking service from the bank's use of intermediaries, programmers, or engineers.

The second requirement: the tort liability of mobile banking

According to the provisions of the Jordanian Civil Code, not all provisions of responsibility for things can be applied to errors arising from the Internet. It is not possible to imagine the person's responsibility for the damage caused by the animal

through the Internet, or the responsibility of the person for the damage caused by the construction via the Internet, but responsibility for non-living things such as machines can be imagined Mechanical, whoever has at his disposal mechanical machines or other things that require special care to prevent their damage shall be responsible for the damage they cause unless it is proven that he took sufficient care to prevent the damage from occurring.

The tort liability results from a breach of an obligation imposed by the law, that is, it is achieved outside the framework of the contracting circle, so the source of the obligation is the law, and this liability can be defined as: "The person's obligation to compensate for the damage arising from his personal act or from the act of persons under his care or control from among the persons or followers." or under his actual control of animals, buildings, or other non-living things within the limits set by the law." Therefore, if a person takes a behavior that causes harm to others, he is obligated to compensate.

It must be noted that compensation for damage in contractual liability is within the limits of expected damage, but in cases of fraud and gross error it includes compensation for expected and unexpected damage, while in cases of fraud and gross error it includes compensation for expected and unexpected damage, while in tort liability for Damage includes all realized damage, whether expected or unforeseen, or that will inevitably occur in the future, as long as it was caused by an illegal reason(The Dinosaur,At.al,1996).

In principle, there is no difference or difference between the tort liability arising from the traditional actions mentioned in the civil law and the tort liability arising from the electronic banking business, except that the latter is done through electronic means, so the general rules for the tort liability that are based on damage are applied, provided that the specificity of the work is taken into account. Electronic banking, and therefore no problems arise in proving the occurrence of damage, so the burden of proof falls on the injured party.

This was stipulated by the Jordanian legislator in Article (291) of the Jordanian Civil Code as follows: " 1- Whoever has at his disposal items that require special care to prevent their damage or mechanical tools- he shall be liable for the damage caused by these things, except what cannot be avoided. This is without prejudice to the special provisions contained therein.

We note that computers and mobile phones can be considered as objects and therefore require special care and protection from their guard. The guard is responsible for the damage that occurs unless he proves that the cause of the damage was outside his control. In such cases, the actual damage is what governs tort liability. The direction of our Jordanian legislator is to guarantee damage without looking at the fault(Muhammad ,2009).

As the Jordanian legislator stipulated in Article (35/a) of the Payment and Electronic Transfer of Funds System No. 111 of 2017, the following: "A- Executing the payment order in a proper manner consistent with the customer's orders and the foundations on which the electronic payment system was built, otherwise he is

considered responsible towards the customer for what This includes returning the value of the amounts subject to the payment order and the related deductions.

Through the previous texts, we note that there is a tort liability on both parties, so the customer bears full responsibility arising from his negligence in using personal information or data, maintaining its confidentiality, not misusing the mobile phone, and not reporting to the bank about the loss, theft or penetration of this information or data or Delay in that, which leads to theft of the password and hacking of the bank's devices, in order to be exempted from liability in the event that he was in good faith, such as informing the bank of any suspicion of using or hacking his personal information, and others (Nawaf ,At.al,2011).

As for the bank, it bears the tort responsibility for being a guardian of the electronic devices if it is neglected in its care and protection, or the computers or electronic devices or system malfunction, fire, water leakage, theft of computers, or storming of information systems and tampering with their contents, or the fluctuation and interruption of the electric current, and others. However, the bank shall be exempted from tort liability in the event that it proves that there was a force majeure, an emergency circumstance, or a foreign reason that caused this failure, defect in implementation, or delay in implementation.

Conclusion

In the conclusion of this research , labeled " The Civil Liability of Mobile Banking" through which electronic banking via mobile phone was introduced and the provisions for regulating this service according to what was stated in the Jordanian legislation, and the aspects of the civil liability in its two parts (contractual and tort) resulting from mobile banking contracts, and based on the foregoing The researcher reached a set of results and recommendations, the most prominent of which can be summarized as follows:

First: the results

1- The smart applications through which many services are provided to the customers who benefit from them have many parties, both in terms of the service provider and its provider, the bank, which has the right to authorize another party to provide this service, as well as the customer, and these are the main parties in the service contracts provided by the smart applications.

2- That service providers in smart applications is a legal person who has a set of programs and tools designed to pay and transfer funds by electronic means and has a license or accreditation from the Central Bank.

3- The contract of subscription to the mobile banking service is classified as a contract of continuous compliance, and the contract of electronic operations is an immediate contract, sponsored by three principles, the authority of the will, consent, and the binding force of the contract, through which a civil liability - contractual and tort - is realized on the shoulders of its parties.

Second: Recommendations

1. The researcher recommends to the Jordanian legislator the need to develop an independent and integrated legal regulation in order to regulate electronic banking via mobile phone by setting controls and rules that will help banks and mobile banking service providers to work in a way that attracts customers and takes into account the privacy of users of this service.
2. The researcher recommends the need to develop deterrent laws and legislations to give customers high confidence and encourage them to deal with electronic banking via mobile phone and other services such as electronic payment in order to protect user accounts and ensure that they are not hacked.
3. The need to develop the necessary legislation and laws to ensure the efficiency and effectiveness of the process of supervising and controlling the banking and payment systems by the Central Bank, including setting and updating the regulatory and legal frameworks for this service, and working to complete the required technical aspects regarding compatibility and interconnection between the different systems.
4. We suggest amending or adding texts that regulate the obligations and responsibilities in the Jordanian electronic legislation and the responsibilities of the bank, while mentioning the obligations and responsibilities of the customer.

References list

Books

- Abu Farwa , Mahmoud Muhammad (2009) , Electronic Banking Services on the Internet, Dar Al Thaqafa for Distribution and Publishing, Amman.
- Dinasuri , Izz al-Din and al- Shawarbi Abd al-Hamid (1996) , Civil Responsibility in the Light of Jurisprudence and Jurisprudence, 5th Edition, Mansha'at al-Ma'arif, Alexandria .
- Abd al-Hamid al-Hakim, al-Bakri Abd al-Baqi, and Muhammad Taha (2010) , al-Wajeez in the theory of commitment in civil law, Dar al-Sanhouri Library, Beirut, Part One, Sources of Commitment .
- Fahush , Nader Alfard (2010) , Internet Banking , Beirut, Arab House.
- Mansour , Mohamed Hussein (2009) , Electronic Responsibility, New University House.

University theses

- Hussein , Abdullah Abdul- Reda (2005) , damage arising from the use of a computer in the scope of tort liability, PhD thesis.
- Abdel-Halim , Emad El-Din Ahmed (2020) , Mobile Banking Transactions,

Master Thesis, Middle East University, Amman.

- Rahmani , Youssef Ali (2014) , The Role of Cell Phones in Developing and Improving Payment Systems in Algeria, Master Thesis, University of Molde Oran .

Journals and research

- Busheng , Zuhair (2016) , electronic financial and banking operations, Beirut, Union of Arab Banks, 2016.
- Sarhan, Adnan Ibrahim (2003) , electronic fulfillment (payment), a research paper presented at the Conference on Electronic Banking between Sharia and Law, Dubai Chamber of Commerce and Industry, United Arab Emirates.
- Al-Sunaid, Omar Nabil Abdel-Ezzi (2021) , Legal Protection of the Digital Wallet in the American and Saudi System: A Comparative Study, Umm Al-Qura University Journal of Sharia Sciences and Islamic Studies, Umm Al-Qura University, Issue 86.
- Nazzal , Haider Mahdi (2019) , The legal system of the mobile bank, Iraq, Dhi Qar, published research, The Legal Journal, Dhi Qar University .
- Nawaf Hazem Khaled and Khalil Ibrahim Muhammad, Electronic banking, its nature and the tort liability arising from its activity, Sharia and Law Journal, Mosul, Issue 46, for the year 2011.
- Arab Younes, Cellular Banks , Cellular Data, Cellular Trade, research published on the website: www.abhatoo.net.ma .
- McMurray Alina, Mobile Money: Expanding Access to Financial Services through Mobile Payment Systems, (Research published on websites) 2009.

Foreign references

- Geller(R) and mcleod (D). prosecuting Business Defamation Claims where the Common law and the Defamation statute intersect. The michigan Business law Journal , spring 2007.p29. available at: [http\\www.hertzschr.com](http://www.hertzschr.com)