

# Legal Impacts of B-to-C Transactions: Misleading Advertising and Breach of Contract

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**Abstract:** The purpose of this paper is to investigate the consequence of violation of the consumer security in civil and commercial transactions, called Business-to-Consumer. It also aims to exam the connection between the autonomy of consumer and the business behaviour. The called issue appears through the breach of contractual obligations, and misleading commercial advertisements. The law tends to protect the consumers as well as the businesses. The consumer acts for purpose which is outside his individual's trade, business, craft or profession, and he enters into contracts with individual ability against the business, in relation called B-to-C contract, which is ruled by a broad body of consumer protection law. Any business which doesn't comply with the law has to face penalties and consequences. Hence, it is essential to be aware of the civil and commercial laws that governs business. It is important to identify the legal impacts of the B-to-C transactions. Thus, here in this study, the majeure facts about the legal stance for violating consumer rights, by misleading him with feck advertisements or by breaching the B-to-C contract.

**Keywords:** B-to-C transaction, consumer, contract, misleading advertising, contract breach.

## 1. Introduction

Diverse disciplines have debated various theories related to autonomy of the parties of a contract, especially the consumers. Some think that free will needs the capacity to choose otherwise.<sup>1</sup> Others argue that free will infers a particular arrangement of emotional state.<sup>2</sup> Consumer security imposes the examination of the correct birth and completion of consumers will in the contracts. Two things threaten such will: the misleading advertising and the breach of contract.

Consumer protection legislations have attached great importance to commercial advertisements, including the Jordanian and Iraqi legislation, because advertising is one of the most important means of communication between the professional and the consumer. It is the basic mean for the professional in order promoting and familiarizing the consumer with commodities, to attract the largest possible number of consumers and convince them of the need to purchase the product or obtain the service he provides.

In the other side, the principle of "pacta sunt servanda" is a fundamental legal principle of civil law which means that the terms agreed upon in the contracts are the law between the contracting parties. The obligations arising from the contract are almost close to those arising from the law, i.e. their content must be respected and not breached. The legislator normally imposes a civil penalty on the party who violates any contractual obligation by compensating the harmed party; however, in order to protect the vulnerable party in some contracts, the legislator imposed punitive and civil liability on the violator of some contractual obligations, including professional breaches of obligations arising from consumer contracts.

## 2. Misleading Commercial Advertising

Commercial advertising is defined as: "A set of allegations, indications and facts that the advertiser informs the consumer about the advantages and specifications of the money or service that will be advertised through the appropriate advertising means to inform the consumer about it, and finally urge him to obtain it by drawing his attention and arouse his interest."<sup>3</sup>

Although advertising is supposed to be a source of truthful information about the purported goods or services offered, the reality may see greedy merchants exploiting advertisements for the purpose of fraud and misleading the consumer about the advertised goods and services. Misleading advertising is defined as an advertisement that: "It includes false information that leads to the consumer obtaining false information related to the elements, descriptions, characteristics or effects of the advertised product, by following deceptive methods in the advertising message with the aim of misleading the consumer and working to convince him to buy the product, by focusing on various methods of inducement and provoking irrational and emotional behaviour that affect consumers' tastes".<sup>4</sup>

The Jordanian Consumer Protection Law is devoid of a specific definition of commercial advertising, but it defined the advertiser in Article (2) of the Consumer Protection Law as: "A

<sup>1</sup> Kane, R. (2011). *The Oxford handbook of free will*. New York: Oxford University Press.

<sup>2</sup> Frankfurt, H. G. (1971). Freedom of the will and the concept of a person. *Journal of Philosophy*, 68(1), 5–20.

<sup>3</sup> Kanduzi, Khadija (2001). Consumer Protection from Commercial Advertisements, Master Thesis, University of Algiers, Algeria, p. 15.

<sup>4</sup> Helal, Shawa (2016). Consumer Protection from the Crime of Misleading or False Commercial Advertising, *Legal Studies Journal*, Algeria, No. 23, p. 150.

supplier that advertises or promotes a good or service by himself or through another party, or uses any means of advertising or publicity. "In this definition, the Jordanian legislation does not specify the means used by the advertiser to advertise goods and services, which paved the way for expanding these means to include traditional and electronic means.

The legislator addressed the issue of misleading the consumer with advertisements in the Jordanian Consumer Protection Law<sup>5</sup> in Article (8) thereof, which stipulated:

*"It is prohibited to publish any advertisement that misleads or makes the consumer mistaken regarding the commodity or service. An advertisement is considered misleading if it contains false, incorrect or incomplete data or information related to the following:*

- 1) *The nature, quality, composition, basic characteristics, elements or quantity of the commodity.*
- 2) *The country of origin of the commodity, weight, size, method of manufacture, expiry date, conditions of use or precautions for such use.*
- 3) *The type of service, the location agreed to provide it, the precautions for obtaining it, or its basic characteristics.*
- 4) *Terms of contract, total amount and method of payment.*
- 5) *Advertiser obligations.*
- 6) *The identity and qualifications of the service provider, if such information was under consideration when contracting.*

*Any advertisement of a good or service that is harmful to the health or safety of the consumer or of an unknown source is prohibited".*

To be deemed misleading to the consuming public and unlawful, a commercial advertisement must be subject to the criminalization of this article, in which the material and moral elements of the offense must be met, which will be explained respectively:

#### *A. The Material Element of the Offence*

The material element of the offence is the conduct of the perpetrator to bring the offence into existence so that the punishable result is a causal relationship between it and the act. The misleading commercial advertisement that is achieved is positive in the sense that the distributor publishes an advertisement that is presented in a way that misleads the consumer, as the element of misleading information was the most important element of the offense.<sup>6</sup>

If the advertisement contains data that does not correspond to the truth and mislead the average consumer, then the

advertisement is misleading. Given that the subject of the criterion is the average consumer in terms of intellectual and mental qualities, it is not possible to criminalize the publication of an advertisement just because it is followed by some weak-minded people, although it is clear that the content of the advertisement is an exaggeration that is not misleading.<sup>7</sup>

In order to achieve the material element of the crime, the legislator required that the advertisement lead to the conclusion that the consumer is actually misled or falling into error with regard to the commodity or service, It is not only that the advertisement would in future mislead the consumer to consider it illegal. This result was not required by the legislator in the event that the subject matter of the advertisement concerned a commodity or service harmful to the consumer's health or safety or was anonymous, in which the case, the legislator considered the offence to be " a crime of danger", which is based solely on the proprietor of the conduct of publishing the advertisement.

The legislator also required that the misleading advertisement be focused on the elements of the good or service specified in Article (8) of the Consumer Protection Law, which are:

1. *The Nature of the Commodity, its Quality, its Essential Characteristics, and the Elements from which it is composed, and its Quantity:* This type is verified when the supplier advertises a commodity that differs in nature from the commodity that the consumer acquired, or that the advertisement includes fraud in the components of the commodity or the proportion and quantity of these materials, such as announcing a commodity made from natural ingredients and then it was found that it contains industrial ingredients, or to advertise jewellery with specific proportions of gold and silver, then it turns out that the actual proportions of each metal differ from what has been advertised, or the fraud extends to the main characteristics of a commodity that if the consumer knew it, he would not want it. An example of judicial application in this case is Judgment No. (11184) of (2021), which criminalizes the supplier's misleading and non-identical advertisement of a scooter offered for sale with a power of (12) horsepower, while it is actual power (10) horsepower.<sup>8</sup>

2. *Country of Origin of the Commodity, Weight, Size, and Method of Manufacture, Expiry Date, Conditions of Use or Usage Caveats:* This type is achieved in the event that the advertisement presents the consumer's expectations by misleading about the place of production of the commodity or the place of its import, such as naming the advertiser for the commodity with a name that indicates a specific state, while the commodity is actually from another state, as the source of the

<sup>5</sup> We point out that the Jordanian legislator has addressed the issue of misleading the consumer in other laws, such as the amended Trademarks Law No. (34) of 1999, in the context of a criminalization of counterfeiting and imitation of trademarks registered in the Kingdom in Article 38/a, which stipulates the punishment of whoever: "falsifies a mark trademarks registered in accordance with the provisions of this law or imitated them in a way that leads to misleading the public...". Article 37 of the Bylaws of the Pharmacists Syndicate in the Hashemite Kingdom of Jordan No. 45 of 1974 and its amendments stipulated: "It is not permissible for a pharmacist or the owner of a pharmaceutical establishment or the person responsible for him to promote his industry or his goods through misleading advertisement and publication...".

<sup>6</sup> This indicates that misleading is the main element in criminalizing, judicial rulings that excluded from the scope of criminalizing the text, clear advertisements that do not involve any deception or misleading, even if the advertised services constitute a crime according to the law, including Judicial Judgment No. 1911 of 2021, issued For the Amman Criminal Court. And Judgment No. 3535 of 2021, issued by the Amman Criminal Court.

<sup>7</sup> Danaqer, Iman (2013). Penal protection for the consumer from false and misleading commercial advertising, master's thesis, Kasdi Merbah Ouargla University, Algeria, p. 14.

<sup>8</sup> Judgment No. 11184 of 2021, Amman Criminal Court, Qustas website.

commodity is often important to the consumer because it's an evidence of its quality, and thus the legislator criminalizes forgery and distortion. The method of manufacturing the commodity may sometimes be regarded as a criterion for quality and an important motivation of consumer demand, which prompted the legislator to criminalize any advertisement that misleads the consumer regarding the method of manufacturing the commodity, such as the supplier's declaration that all the goods provided were entirely handmade, while the fact is that the manual process was only during assembling.

The offence is also achieved in the event that there is false information in the advertisement in terms of quantity, volume, expiry date, conditions of use or precautions for such use, such as a commodity labelled with a certain net weight, while the actual weight of the product is less<sup>9</sup>, or the announcement of an expiry date differs from its real expiration date. Or the advertiser may retain certain conditions for using the commodity or precautions for its use in certain circumstances, such as announcing that a drug is free of side effects or the advertiser's reservation about mentioning some of its effects, then it becomes clear that what he did aims to mislead the consumer and persuade him of the opposite of the truth about the drug.

*3. Type of Service, the Location Agreed to be provided, the Caveats for obtaining it, or its Core Characteristics:* This type is achieved by announcing the supplier's willingness to provide services to consumers, including false data in the advertisement or concealing some details that mislead the consumer regarding the basic characteristics of the service that if the consumer knew of its absence, he would not have completed the contract. In addition to misleading the consumer about the type of service provided, such as announcing that the supplier is willing to organize a wedding party with full details for a certain amount, then it turns out that the service provided by the organizer does not include catering, or to announce a photo session in a specific location, then the consumer is surprised that the session is in another place, or that the advertised location is added to the photos by Photoshop software.

*4. Total Amount and Payment Method:* This situation is achieved by the distributor publishing an advertisement that misleads consumers due to lying or estimation about certain terms of the contract or the total value of the service. It often aims to attract the consumer to the outlet location or the place where the service is provided, driven by the illusion that the advertiser has cultivated within him, to be surprised that the advertised price is not real, not at the price the consumer expected<sup>10</sup>. Or misleading about the method of paying the commodity, such as declaring that the price of the commodity is paid in three instalments without declaring the period between one payment and the second. As for misleading the

consumer about the total value, this occurs, for example, when the advertiser includes misleading statements such as that the commodity will reach the consumer in a specific amount, and this misleads the consumer by the fact that this amount includes delivery expenses, while they are not covered. Or the supplier advertises discounts on commodity prices while the discounts are fake, or not in the value advertised.

*5. Advertiser's Obligations:* In this case, the subject of falsehood and misinformation is related to the declared obligations of the supplier, such as announcing obligations that he does not intend or cannot fulfil, such as announcing the availability of a delivery service for the sold goods and then not delivering to the consumer, or expressing the advertiser's willingness to pay cash or a reward in the event that consumers meet certain conditions, then failure to fulfil his promise.

Judicial example of this scenario is Judgment No. (1019) of (2021), the facts of which are summarized as follows: "The defendant, in his capacity as a service provider and through his establishment, published a misleading advertisement to the consumer that includes incorrect and erroneous data related to his obligations towards the consumer. The defendant's actions included placing a misleading advertisement in which he offered an award in exchange for increasing the number of posts on his establishment's page through the Facebook application, and after collecting the complainant the required number of posts, the defendant refused to hand over to her the declared award, where the acts of the accused constitute all the elements and components of the offence attributed to him, for which he must be convicted."<sup>11</sup>

*6. The Identity and Qualifications of the Service Provider, if Such Information was under Consideration When Contracting:* This type of offences is verified if an advertisement is published that lacks the personal identity of the supplier or lies about the real identity of the supplier. The importance of knowing the personality of the service provider lies in the fact that the consumer is aware of everything related to it, so that he has a sense of safety in the contract, as well as the importance of defining the legal status of the supplier, the clarity of his obligation and the extent to which it can be implemented.<sup>12</sup>

#### *B. The Moral Element of the Offence*

The offence of misleading commercial advertising does not arise only from the criminal conduct of the perpetrator, which is the publication of an advertisement that includes data that leads to misleading the consumer or causing him an error with regard to the commodity or service provided, or publishing an advertisement for a commodity or service that is harmful to the health and safety of the consumer or an unknown source, rather the criminal intent with the moral element are also required by the legislator. The criminal intent of this crime is the general intention of the elements of knowledge and will, so that the advertiser is aware that his publishing of an advertisement

<sup>9</sup> Kashi, Allal (2012). Penal protection for the consumer from misleading advertisements, Journal of Legal and Political Research and Studies, Issue 2, p. 346.

<sup>10</sup> Lamia, Tala and Kahina, Peace (2021). "Protecting the consumer from the crime of misleading and false commercial advertising, a legal reading in light

of the Algerian legislation," Al-Resala Journal for Human Studies and Research, Volume 6, Issue 3, Algeria.

<sup>11</sup> Judgment No. 1019 of 2021, Sahab Magistrate Court, Qustas website.

<sup>12</sup> Mansour, Muhammad Hussein (2006). Traditional, electronic and international sales provisions and consumer protection, 1st edition, Egypt Dar Al-Fikr, p. 148.

containing data about the good or service is contrary to the truth and would mislead the consumer and make him fall into error. Nevertheless, his will is to commit the act and achieve the result, or he knows that the advertised good is harmful to the health of the consumer or an unknown source.

Our point is that the offence of misleading advertising was not only criminalized within the Jordanian Consumer Protection Law, but that the Jordanian legislator also stipulated its criminalization under the Jordanian Standards and Metrology Law<sup>13</sup>, as Article (31/a) of this law stipulates the following: "Without prejudice to any harsher penalty stipulated in any other law, he shall be punished with a fine of not less than five hundred dinars and not more than five thousand dinars, or with imprisonment for a period of not less than four months and not more than six months, or with both penalties, provided that the maximum penalty is ruled in the event recurrence to whoever commits any of the following acts: 10- Deceiving or deceiving the consumer with misleading advertisements about the products or materials that he produces, imports, or offers for sale, or mixes fuels and the like".

According to the researcher, the subject of consumer protection from misleading advertisements was not dealt with in detail by the Iraqi legislator, as it was included among the procedures prohibited to the supplier and the advertiser, which led to confusion between the criminal acts, and the difficulty of determining the conducts for which the advertiser is liable, specially, the nature and conduct of the misleading advertising offences differs from the nature and conduct of fraud offences affecting the commodity or service itself, which may lead to a breach of the rule of legality of offences and penalties. It is preferable that the Iraqi legislation does not merge the offences committed by the supplier with those committed by the advertiser in the text of Article (9) of the Iraqi Consumer Protection Law, which states: "*The supplier and the advertiser are prohibited from the following: First: The practice of fraud, misleading, deceiving, and concealing the true nature of the materials that make up the approved specifications in all goods and services; [...]; Third: Producing, selling, displaying or advertising any of the following: (i) Goods and services contrary to public order or morals; (ii) Any commodities whose full ingredients, warnings (if any) and production and expiration dates are not clearly written on them or on their packaging; Fourth: Concealment, alteration, removal or distortion of the validity date; Fifth: Re-packaging damaged or expired products using packaging or covers that carry a different expiration date that mislead the consumer*".

### 3. Breach of Contract

Article (6/b) of the Jordanian Consumer Protection Law states that: "*A breach of contractual obligations is considered any of the following: (i) Failure to deliver the commodity or provide the service to the consumer within the agreed period or*

*within the accepted period; (ii) The information provided to the consumer about the commodity or service is incorrect, or the supplier conceals any essential information about the commodity or service; (iii) The information provided to the consumer prior to the completion of the purchase is incorrect with respect to the obligations incurred by the supplier, the supplier's rights to confront him, or the supplier conceals from the consumer any material information related thereto; (iv) Non-availability of after-sales services or spare parts for commodities or services whose nature requires that in the local market, unless there is an agreement between the supplier and the consumer to the contrary*".

Therefore, based on the previous legal text, the offence of breach of contractual obligations arises in consumption contracts with the availability of the following elements or conditions.

#### A. The Material Element of the Offence

The material element means the acts of the consumer which constitute the criminal conduct of the offence and which entails a breach of a contractual obligation between the professional and the consumer, the criminal consequence of the harm to the consumer caused by this breach as well as the causal relation between the conduct and the result achieved.

The material element of the offence is achieved by the supplier of a conduct provided for in Article (6) of the Jordanian Consumer Protection Law, which states that it constitutes a breach of contractual obligations in any of the following cases:

1. *Failure to Deliver the Commodity or Provide the Service to the Consumer*: Article (6/b/1) of the Jordanian Consumer Protection Law stipulates that it is a breach of contractual obligations "Failure to deliver the commodity or provide the service to the consumer within the agreed period or within the accepted period".

The obligation of the supplier to deliver the contracted commodity to the consumer is one of the requirements of the contract for the purchase of the commodity; rather, it is the most important obligation of the supplier that arises upon the contract is concluded. This violation is not only achieved in the event of non-delivery of the commodity, but also includes the supplier's failure to deliver the commodity's accessories and all its customary accessories, even if they are not mentioned in the contract, Article (490) of the Jordanian Civil Law stipulates that: "Delivery includes the accessories of the thing sold, what is closely related to the thing sold, what is prepared for permanent use, and everything that is customarily considered to be accessories to the thing sold, even if it is not mentioned in the contract."

The performance of the service<sup>14</sup> or the delivery of the commodity<sup>15</sup> may not be committed immediately after the conclusion of the contract, but the performance may be delayed until after the conclusion of the contract according to the

<sup>13</sup> Jordanian Standards and Metrology Law No. (22) of 2000.

<sup>14</sup> The service, according to the text of Article 2 of the Consumer Protection Law, is meant to be: "a commercial service, whether for a fee or without a fee, that is provided by any person to the consumer, including the leasing of movable funds."

<sup>15</sup> The commodity, according to the text of Article 2 of the Consumer Protection Law, is meant to be: "any movable money that the consumer obtains from the supplier, even if it is attached to immovable money, including unearned powers such as electricity."

agreement of the parties, which often happens in practical life. The supplier is considered in breach of the contractual obligation by not delivering the commodity, delaying the provision of the service to the consumer, or failing to perform the task required of him<sup>16</sup> once the deadline for performing the service or delivering the commodity has expired, in the case of the parties' designation of a deadline for commitment. But if the parties neglected to identify deadline, the supplier will be in breach of the obligation if he exceeds the accepted duration for delivery.

An example of the judicial application of the offence of breaching the supplier's obligation to provide service to consumers is Judicial Judgment No. (8164) of (2021), which states: "The court considers that the defendant's acts which consist of failure to fulfil a contractual obligation he entered into with the complainant to carry out the roof brick works in the complainant's house in the Al-Rasheed area in terms of his failure to complete and wrongly perform the required work; Thus, the defendant's acts constitute all elements of the offence of Article (6/b) of the Consumer Protection Law, and within the meaning of Article (25/a) of the same law, thereby giving rise to the criminal liability of the defendant for this offence, which requires his conviction for this crime"<sup>17</sup>

*2. Providing the Consumer with Incorrect Information:* Article (6 / b / 2) of the Jordanian Consumer Protection Law provides for a form of breach of contractual obligations due to: "The information provided to the consumer about the commodity or service is incorrect, or the supplier conceals any essential information about the commodity or service". Also, Paragraph (b / 3) of the same Article stipulates a breach of contractual obligations as a result of: "The information provided to the consumer prior to the completion of the purchase is incorrect with respect to the obligations incurred by the supplier, the supplier's rights to confront him, or the supplier conceals from the consumer any material information related thereto".

It is observed here that the criminalization in this form aims to protect consumer satisfaction in the pre-contractual stage, which is in fact a breach of the consumer's right to information that mentioned earlier.

*3. Non-Availability of After-Sales Services:* The Jordanian legislator provided that the lack of after-sales services constitutes a form of a supplier's breach of his contractual obligations contained in Article (6/b/4) of the Consumer Protection Law, as follows: "Non-availability of after-sales services or spare parts for commodities or services whose nature requires that in the local market, unless there is an agreement between the supplier and the consumer to the contrary".

The criminal conduct in this paragraph is the negative conduct of the supplier's failure to provide after-sales services to the consumer. After-sales service is based on the provision of favourable means to take care of the commodity, the intervention of qualified technicians and the provision of spare parts for products and contracted goods for maintenance and repair. After-sales service includes all types of services that are performed after the completion of the contract, such as home delivery , installation<sup>18</sup>, periodic maintenance, and after-sales service that is resorted to every time the need arises without prior commitment; This is because it is a legal obligation of the interventionist and if he fails, it results in occurrence of an offence<sup>19</sup>, except where the contracting parties agree to disclaim the provider's liability for the provision of all or part of after-sales services.

With regards to commodities, Article (3) of the Consumer Protection Instructions No. (1) of (2017) determines the duration of the supplier's commitment to after-sales services, as Paragraph (2) of it states the following: "The supplier shall provide after-sales services, spare parts and maintenance for consumer goods<sup>20</sup> for a period not exceeding one year and/or for a period agreed upon between the supplier and the consumer." As paragraph (3) of the same article states: "The supplier shall provide after-sales services, including the provision of spare parts and maintenance for durable goods<sup>21</sup> for a period of not less than five years and/or for a period commensurate with the nature of the commodity." As for the services, it was regulated by Paragraph (4) of the same Article, which stipulates: "The commitment period for after-sales services or spare parts for each service must be within a specified period of time commensurate with the nature of this service and / or as agreed upon between the consumer and the supplier."

We think that the Iraqi legislator considered access to after-sales services a right for the consumer under Article (6/3), which states: "The consumer has the right to after sales services in accordance with the agreement concluded with the supplier."

### *B. The Moral Element of the Offence*

The moral element is the criminal intent defined by the Jordanian legislator in Article (63) of the Penal Law as: "The will to commit the offence as defined by law". The required intent of the crime of breaching consumer rights is the general criminal intent with the elements of knowledge and will, which is reflected in bad faith in the implementation of contracts and is achieved through the knowledge of the supplier that the act or omission would breach his contractual obligations with the consumer granted by law or agreement, with the inclination of his will towards committing such act or omission; While the

<sup>16</sup> Judgment No. 1438 of 2021, North Amman Criminal Court, Qustas website.

<sup>17</sup> Judgment No. 8164 of 2021, North Amman Criminal Court, Qustas website.

<sup>18</sup> Shabani, Hanin (2012). The intervention's commitment to ensuring consumer safety in the light of the consumer protection and fraud suppression law, master's thesis, Mouloud Mamari University, Algeria, p. 70.

<sup>19</sup> Bin Wattas, Iman (2018). Criminal protection of the consumer from fraud according to Law No. 09/03 related to consumer protection, fraud suppression and the Penal Code, Ph.D. thesis, University of Algiers, p. 353.

<sup>20</sup> Consumer goods were defined in Article (1/3) of the Consumer Protection Instructions No. (1) of 2017 as: "goods that the consumer benefits from for a maximum period of one year."

<sup>21</sup> Durable goods were defined in Article (1/3) of Consumer Protection Instructions No. (1) for the year 2017 as: "goods that the consumer benefits from for a period of more than a year."

criminal liability of the supplier is not established if the breach of contract obligations is caused by reasons beyond his control, such as law enforcement<sup>22</sup>, which occurred recently due to the global pandemic crisis that affected the implementation of the contracts. This was confirmed by the Jordanian judiciary, such as Judgment No. (2259) of (2021), in which it stated: "By applying the law to the established facts related to the offence of not providing the service within the agreed period, contrary to the provisions of Article (6) of the Consumer Protection Law, the court finds that the defendant's actions, which consisted in not providing the complainant's service within the agreed period, were due to the existence of a defence order that prevents the opening of wedding and gathering halls, which makes the defendant's failure to provide service to the complainant not constitute an offence and not punishable".<sup>23</sup>

#### 4. Conclusion

Based on the legal provisions mentioned in this study, the following conclusions can be drawn:

- 1) The B-to-C contracts have the ultimate impact on the markets.
- 2) The penal impacts against business, which tend to protect the consumer in the B-to-C transaction have been regulated in the Jordanian Penal law and the Consumer Protection Laws.
- 3) The efficacy of the consumer protection in the B-to-C transactions is guaranteed by the penal sector of consumer protection regulations.
- 4) The B-to-C transactions are being the widest platform accessible in the markets.

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<sup>22</sup> Article 61 of the Jordanian Penal Code stipulates: "An act committed in any of the following cases is not considered a crime: 1- In implementation of the law."

<sup>23</sup> Judgment No. 2259 of 2021, North Amman Criminal Court, Qustas website.