The Intelligent Agent and Dubai Legislature Situation from Legal Action Made through Intelligent Agent

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Abstract
This research has come to spotlight on vital role for intelligent agent and services provided, And to found the trace out of it actions on users. Dubai e-commerce act considers i-agent as communication media, such as Telephone, Fax. Therefore they don't give it legal personality. In addition to legislature didn't regulate programmer liability in provisions of law.

1. Introduction

Is one of the important roles of the Internet in the negotiation and signing of contracts, which prompted lawmakers to invoke the legal value of transactions? which are made through them[3]? The space occupied by the network role has undergone various stages accompanied its creation and evolution. And the accompanying submission forms and mechanisms, and different ways in the negotiation and signing of contracts. The intelligent agent is one of these program, and the unique outsourced to contract over the network to the users of the services enabled them to find the information, product, or service, or to contract negotiation, signing, execution in some cases. The need for intelligent agent[4] has generated a vast amount of goods and services offered by the default locations across open networks, which is impossible with a briefing by contractor without using intelligent agent to search, as well as to conduct legal actions for the user account that the program, called: the 1Automated Electronic Agent[5].

The importance of the study divert from the important role played by the smart agent in the negotiation and signing of contracts through open networks.

The importance of the study is shown through answering next questions:
- What is the legal verdict of the intelligent agent conduct?
- Does electronic agent considered as a legal person?
    - Does the Act issued by the principal in this case? Or the intelligent agent is a communication tool such as telephone, fax or email only where it role to deliver intention of each party to other?

The answer to those questions is one of the objectives of the study to the legal system of Dubai E-commerce code.

The study will follow the analytical method for Dubai e-commerce transactions code.

The study will be allocated to two main chapters, proceed with a preamble clarifying the concept of the intelligent agent. While first chapter will discuss the legal nature of the intelligent agent.
And second chapter will clarify the situation of Dubai legislature from acts conducted by intelligent agent.

2. Concept of intelligent agent

In general the agency concept means: Is a contract whereby the principal assesses another person place himself at the disposal of legal action[6]. It sits in the person of the agent must be a natural person or an artificial person to be entrusted with the conduct of legal procedure, known to the principal. With its ability to represent the real will to transfer the other; which necessarily agent capability from the contract with the client of the agency contract-will be discussed in detail in the second chapter of research.

With the advent of electronic transactions concluded over the Internet, which is often between two parties was unaware of each other, as well as between two parties does not collect place between them, and it

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*Email of the corresponding author:mohammedhaija@yahoo.com
[3] Including the Jordanian legislature, Dubai, Bahrain, Egypt, Syria, UAE, Tunisia.
[4] Intelligent Agent software has passed two stages where the first stage function was limited to search for information. While this traditional role in the second phase of the negotiation and contracting via the Internet. For more see. Dr. Ghannam, Sherif Mohamed: the Role of the Electronic Agent in E-commerce, new University House, 2012, p. 31, margin No. 3.
[5] The term Automated Agent, a new term to the language, and refers to the broker or agent intelligent electronic transactions over the Internet.
[6] Article 429 of the Emirate civil transactions Act embodies the No. 5 of 1985 published in LGBl number one hundred and fifty-eight – 17 March 1406. 29 January 1985. It same definition adopted by the legislator in article 833 of the Jordanian Civil Code No. 43 of 1976 publication on page 2 of the Official Gazette 2645 on 1/8/1976.

leaps in the signing and implementation. The need for an urgent agent has a set of properties to represent his client in the digital environment. Through the goods and services offered by the default locations. In addition to speed the deal which led to the preparation of an agenda designed to interact with the online environment and its capacity to provide assistance to customers over a network in their dealings, which known as Smart agent and Intelligent agent[1].

In addition to it distinguishes with the ability to search for and manipulate information without direct intervention of the natural person[2].

Due to its characteristics, which are changing and developing day by day, and the resulting changes in its role in the digital environment, and the many functions performed. Legislatures and Jurisprudence gave different concept for intelligent agent.

One of these definitions "A computer program or an electronic or other electronic means, prepared to start or respond to electronic records or performance in whole, or in part, without reference to a natural person[3].

Another definition "A computer program or an electronic or other automated means used to initiate or respond in whole, or in part to data messages, without review or intervention by a natural person every time the system or submit a response[4].

Noted that both definitions gave a summary of intelligent agent's capacity to work within the online environment, in whole or in part without direct intervention of human being, which carries with it they went to transfer smart agent just search for a product, the role of the contracting for the user, the smart agent capacity occurs to act without the requirement of a natural person.

In article number two of E- transaction code[5], The Jordan legislature defined intelligent agent as "software, or any other electronic means are used to perform an action, or a response to create, send, or receive personal information without the intervention of natural person."

A concept applied by the UAE legislature in article 2[6] when the electronic automated agent as "program, "program, an electronic system for the way it automatically works independently, in whole or in part, without the supervision of any natural person at the time of the action or response.

Noted that, both Jordanian and Emirate legislations focused on the ability of intelligent agent to work autonomously within the online environment. And the similarity with the definition adopted by the legislator of the Dubai Government, we will therefore defer comment to the second chapter of the research, which is assigned to position of Dubai.

Another Definition: it defined as a program with four properties in its work are endogenous capacity in dealing with others, and reactive power, autonomy and initiative[7].

Noted that, the definitions of the characteristics that distinguishes the intelligent agent without extending to a specific concept for the intelligent agent, and the mechanism or the role. And due to that technical definition, art, based on features and developments of intelligent agent software, in its ability to offer and negotiate independently of natural person a user program.

In another definition' the software is set up to act on behalf of others[8].

Noted the shortcomings in the definition of the concept of intelligent agent, where he made a statement that it has been the development and design of intelligent agent software.

Another: A program with sensors, and acting in the digital environment through animation[9].

The breadth of the concept where both sensors; any input, and other influences, i.e. the output that works within the digital environment is an intelligent agent, the following must be recorded. As well as limited to the statement that the smart agent works without a concept or the properties.

In another definition: A program is set up to meet the user requests[10].

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[1] Hanh Tran and Thaovy Trani, Intellegent Agent.
www.engin.umd.umich.edu/cis/course.des/cis479/projects/agent/intellegent_agent.html
The smart agent being the most widespread use of technology.
[2] Other benefits of the State's ability to provide content to rely on his home page as it contains the full text as well as its ability to retrieve large amounts of pages. Barker, Joe, Types of search tools, UC library, 2002. http:// www.Lib.berkeley .edu/Teaching.html
[3] Article 2 of American Uniform Code. Article 2/6 of the section of us law for electronic transactions. The Canadian legislator has taken the same concept in article 19 of the law of Canada consolidated on electronic commerce.
[4] Article v of the draft Convention on international contracts concluded by electronic data messages.
[5] Law No. 85/2001 published in «6010 Official Gazette No. 4524 on 31/12/2001.
[6] Federal Law No. (1) of 2006 concerning the transactions and electronic commerce, issued on 30/April/2006
[7] Building an agent. www.devx.com/assets/download/14089.pdf
[8] Lenny Foner, Agent and Appropriation. www.forner.medi.mit.edu/people/forner/julia.html
[9] Ruse H. Electronic and Legal Protection on non- Creative Database, International Journal of Law and Information Technology, Vol 9, no 3.2010.
[10] Dr. Sherif Mohammed ghannam, op.cit, p. 20.

Noted It focus on the goal intelligent agent as a program only.

And it could be defined as: Digital program is designed to act as a natural or legal person in the conduct of legal, and information in the digital environment the traditional agent for work which has the capacity of intelligent agent in action and reaction[1] and its independence[2] in dealing.

3.1 Legal nature of the intelligent agent

Through previous definitions of intelligent agent found no specific definition, exhaustive, intelligent agent, as mentioned above, due to ongoing technical development program, and the ensuing diversity, different work, and tasks that are done with it. And to determine the nature of the electronic agent we must stand up to these tasks. Therefore this chapter will be dealt with through two sections; where the intelligent agent's role as a means of communication like the traditional means such as telephone, will be discussed in section I. While we shall overcome this role to the negotiation, signing and implementation of the contract through section II. And Legal nature will be discussed in sections without devoting a separate section.

3.2 The intelligent agent as communication means

This means that the role of the intelligent agent simply transfers the will of one or both of the other contractors, so will issued by the same user, so only the agent smart move that will Without change or modification. Therefore the user is established will, rights, and obligations resulting from those actions. This program has three key phases intelligent agent as a means of communication will be discussed through three items.

3.3 Search for information (intelligent agent finder)

Intelligent Agent function is limited at this stage[3] to undertake a comprehensive survey of information to search through with Word search function to, then show and display all sites related to that word function that was sometimes exceeding a total of thousands of user. then checks those results and the application of it. It takes a lot of time and effort. Where the result of his work is similar to search engines via a network such as: Google, Alta Vista software, and Yahoo[4].

Then a new technology has been added to the program based on three stages to make search results more precise[5]. So begins the task of Intelligent Agent user after data entry to search for the processing and analysis of such information in order to better meet the user's need, and the results, by showing the sites of information required.

Beyond the intelligent agent role in showing the information required only where the information is more appropriate and the user need, in the light of the data supply. For example, if searching for information regarding the purchase of a commodity, the intelligent agent will then provide him with the required specifications to run the product better for him and more suited to its needs.

The reason for this is due to the analysis and processing of data obtained from the item, and then demanded that program return to the consumer who already used the product. The intelligent agent analyzes the results of these questionnaires left on sales locations, and then selects the product better for the user[6].

Despite the enormous technical sophistication in the intelligent agent software researcher in data analysis, and provide the best offers to the user accordingly. However, this did not reach to represent program user.

3.4 Intelligent agent controller

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[1] The feature of action and reaction means: understanding electronic agent variables that may fall within the digital environment with response, if assigned to a particular purchase electronic program run out of the market, for example, they can purchase another program in accordance with the characteristics and advantages of the program that was entrusted with his buy without waiting for instructions from the principal about it.

[2] Autonomy is the ability of the agent software on the control inputs, not only on the data that provides the programmer but add new data is configured through past trading so it works on contract without reference to the client. Shuan Abshar and Naoki Hirata, Filtering with intelligence software agent. www.wngin.umd.umich.edu/cis/course.des/cis479/projects/fisa.html.

[3] Bargain Finder program is the first program an agent to search.   ) Emily M. Weitzenboeck, Introduction to the special issue on electronic agents. www.http://ijlit.oxfordjournals.org/cgi/reprint/9/3/187

[4] Other search programmes are: search.aol, compuserve.com, directhit.com, euroseek.co, excite.com, findwhat.com, lycos.com, hotbot.com, netscape.com, dmoz.org, overture.com

[5] The research process is based on three programmes in three stages: crawler or spider, properly disclosed the search mechanisms. In the first phase group and add information to the database search engine to begin the second phase in the output of the words Scout to contribute to the recovery of the subjects in question, and the third phase is called spider information sources. Does not hide the importance of this stage as the client interface is benefiting from all parts of the search engines. Cosme, Gallianno: How do Search Engines Work? ISEdb COM 2005. http://www.isedb.com/db/articles/117

[6] Programs that you recommend the user after analysis of data and consumer reviews ex-Person programme logic

In light of novelties and continuing developments in the Internet, and due to intense competition between different enterprises. That contributed to the emergence of intelligent agent in the Observer Mission provide the user with the developments concerning the user field[1].

Since it almost impossible to follow all improving on the Internet, so the idea of this program has come in providing the user on demand by updates that may occur on a particular subject, either by a user is an email updates, or saved on a user's website, or sent to his email[2].

Although this enhancement in intelligent agent program, the same result has shown up by disability of program to represent the user.

It arises with an important question whether the purpose of intelligent agent software, the purchase of the program outcome is to do the work in research and provide information only? Does it a service contract between the user and the intelligent agent or not? The answer to this question is the legal personality, and that will try to be answered at the end of current chapter.

3.5 Smart assistant agent

When following-up the email requires a lot of time and effort, especially when big business relied in their correspondence, so to avoid neglect replies that the program was created to sort email messages by importance, answer, which known as the Intelligent Agent Assistant.

This type is divided into a desktop agents and agents of learning[3]. The first type is installed on the desktop in the user's computer, which is automatically the important messages in a particular archive, with the exclusion of spam. It also sets up an index of messages posted in reference when needed[4].

While the agent learning task to provide goods and services to user. With program ability to display and provide more acceptable goods and services to user.

Here raises a fatal question, what is meant by automatic reply by intelligent agent? Does this means that the user has prepared in advance possible responses to emails will receive, and provided with possible? Or the intelligent agent software has been programmed to react according to the content of the incoming message automatically so might send acceptance, or reject the offer made by someone on a user's email program? In the first case it is not only the role of intelligent agent in the transfer of the will of the employer. While imagined that exceeds its transfer will used in the second case. What is the position of the legislator of Dubai this question? That's what we'll try to answer it through the next chapter.

Despite the positive role played by the intelligent agent as passed, but there is a view that intelligent agent software is not merely a means of communication and there is no difference in that and other traditional means such as fax and telephone[5].

Researchers support that view despite the role played by the intelligent agent as passed through review of functions performed by an intelligent agent that exceeded what other means to contact such as phone, as well as provide the user with recommendations that may help and choose the product or service.

4.1 Passing intelligent agent it role as a means of communication

Technical improving did not stop at the border, which we have addressed previously, where the spread of technical development in intelligent agent program; for a seller or a buyer[6]. It will be discussed through two items.

4.2 intelligent agent who represents the buyer

To facilitate the buyer to search over the Internet, the program is developing technology for the negotiation and signing of the contract, and implementation on behalf of the buyer. As the following steps:

First step: Providing intelligent agent data item-

Intelligent agent task begins to search for a product or service simply by providing it with all the data of the user to begin the process of scanning through the different sites deployed on the network and the paradoxes

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[1] For more information see Dr. Al Nuaimi, Alaa Jacob: electronic agent, understandable and legal nature, research presented to the electronic transactions (e-Government avlktronet) Faculty of Sharia and Law-University of U.A.E. from 19-20 May 2009, book II, p. 433

[2] For example Tierra Highlights program
 .Emily M. Weitzenboeck, Introduction to the special issue on electronic agent. Op.cit.

[3] For more information see Dr. ghannam, Sherif Mohamed, op. cit., p. 36 ff.

[4] Ruth Bergman, Martin Griss, A personal Email Assistant. www.hpl.hp.com/techreports/2002/HPL-2002-236.pdf.

[5] For further kindly review, Keer I.R: Providing fo Autonomous Electronic Device in the Uniform Electronic Commerce Act. P 3. Available at: www.law.ualberta.ca/ulc/current/ekeer.htm.

[6] Proxy email program has the ability to search and compare products in terms of price, quality and other conditions of the contract as well as its ability to provide positive aukbol automatically without the need for user intervention. Dr Touhami, Sameh Abdel Wahid: contract online, comparative study, Dar legal books, 2008, p. 1.

of the price and quality, satisfaction of consumers who have already dealt with these different locations until it reaches the best opportunity of contracting[1].

Second step: Negotiating on behalf of the buyer-

The intelligent agent negotiations considered a first legal actions, because potentially legal obligations in the event of an agreement, and the contract was concluded, and in the case of each contractor to face the other. While not forgetting the part of compensation in the event of withdrawal from the negotiations without justification, and financial consequences, or damages suffered by the other negotiator.

Researchers see any obstacle can be overcome legal effects in the absence of access to a final agreement with the seller, or the freedom to withdraw from negotiations over the development of intelligent agent technology; to issue the letter of intent rather than a direct access in the negotiating stage[2].

Despite that most of spread contracts across the Internet contain specific terms in advance of the cost, and the remuneration and expenses of delivery and other conditions set in advance on the website of the store, which often does not accept the negotiations. However, the intelligent agent may reach a negotiated agreement with the seller about the price or remuneration, or the place and time of delivery. All within limits that are already provided by, or through recourse to questionnaires spread over the different locations that reflect the satisfaction of consumers who have already purchased the product under negotiation[3].

Third step: A contract for the buyer-

At this step the intelligent agent express acceptance on behalf of the user to the vendor who sits to be natural or electronically as well.

The ability of agent issuing an expression of acceptance on behalf of user led some to say that the intelligent agent even with human transfer agent will[4].

Forth step: Execution the contract on behalf of buyer

Through this step the intelligent agent may pay price or fees electronically through credit cards, digital cash, and other means of payment over the Internet.

4.3 Intelligent agent who represents the seller

Need more sites and virtual services on open networks that run nonstop at the rate of twenty-four hours a day, seven days a week, to an intelligent agent. The source of this need lies in the continuity of the received requests and examined by buyers without interruption, with sometimes entails answering queries from various buyers on services and goods offered by the site.

To use a intelligent agent software, which manages to negotiate with consumers through the seller provide the intelligent agent data for the contract, and the seller has to go further in to program intelligent agent express acceptance, or offer[5]. Where the contract is concluded electronically, through the intelligent agent when reflects the will of the seller or service provider acceptance and implementation of the Decade through the Intelligent Agent version is the implementation of the Decade, namely, notification to send sales, service to the buyer at the address specified in the contract.

In addition to the intelligent agent able to save the personal data of every buyer and seller can find out what the preferences of every buyer, and reflected through a special offer for every buyer according to his needs[6]. needs[6].

The process of marketing products of electronic sales site are preceded by an intelligent agent searches the network-level products, goods that are similar to those posed by the intelligent agent's selling site. To make a comparison between them in terms of price, quality, conditions, or other services provided to buyers of this type of goods.

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[1] For further see: .Gonzalo S. A business Outlook on Electronic Agent .ECLIP(Electronic Commerce Legal Issue), Final Release, November 2000. P4.
 At: http://128.176.101.170/eclip/forum/Ist/business_outlook.pdf.
[2] The letter of intent is a declaration of principle, the desire to enter into talks about the process of contractual, not prevented here, include the address some issues for the type of the contractual process, on the subject of the contract, price, price, date of contract, the place of delivery under the contract, the completion time agreed and accepted the letter, it would be a future framework for the Organization of the negotiations themselves. Dr. Salama, Ahmad Abdel Karim: the legal regime of international contract negotiations. Available on the following link: http://almohakmoonalarab.ahlamontada.com/t30-topic.
[3] Examples of electronic agent designed for RLAN acceptance on behalf of the client recall programme Kabsah Emily M. Weitzenboeck, Introduction to the special issue on electronic agents. Op.cit.
[4] Dr. ghannam, Sherif Mohamed, op. cit., p. 69
[5] Also, to overcome an obstacle having a fixed conditions predefined without enabling him to negotiate the impossibility of negotiating with consumers more than the capacity of the site, and to keep the door open to negotiating possible sales. That was using a proxy website.
[6] For detail see: Dr. ghannam, Sherif Mohamed, op. cit., pp. 42.

Based on the foregoing the intelligent agent one opinion[1] went to an intelligent agent should enjoy legal personality as a legal act as an agent for his client's interest, and is an extension of the legal disposition of the intelligent agent for his client.

Researcher side-and to respond to this opinion, and the opinion supports this view as well as raising questions, it should be first clarifying legal nature of the intelligent agent to discuss those views.

It out of question that intelligent agent's role went beyond the role of other communication means will the contractor such as telephone, fax, e-mail, etc. But does this role to represent the user legal representation?! This hypothesis does not equate the concept of agent which is limited to a natural person by the legislature, which grants ineligibility[2], rights, and obligations. Performance and the ability to conduct and to make its perception[3], and sanity that related to age. And except for the legislator to grant eligibility to companies, associations, unions, etc. to conduct business, it is not a secret that this capacity derives from the natural person representing the artificial person.

On the other hand, since the agency contract between the agent and principal based on subject and object in addition to the basic element of consent based on the offer and acceptance between them. That not available with the electronic agent. For the impossibility of consent the contract verdict is void, so cannot arrange any effects of the agency contract, so reject those views supporting the intelligent agent's enjoys with legal personality.

In addition, where is the will of the intelligent agent to replace will user? The fundamental condition for the validity of agency replacing the agent will in place of principal. As the intelligent agent is a machine so it is impossible to enjoy with a will to be replaced later. The result is talking about intelligent agent grants legal personality is against settled legal rules.

Since intelligent agent is just a computer program, like ATMs[4], which replaces the bank transaction with the client in withdraw and/or deposit, jurisprudence has settled that the ATM just way easier for clients of bank transactions only, it has no legal personality and does not have the will, and is not a bank. Conclusion based on the above, and from our view is a smart tool to transfer agent will used that doesn't represent him.

5.1 Dubai legislature's situation from acts conducted by intelligent agent

It stable, that granting of legal personality does not depend on natural persons, that legislator granted it to artificial persons[5], or legal. Despite the lack of actual existence and activity[6]. That cannot imagine the existence of a legal entity without a natural person who represents and reflects because the lack of will tools.

Thus, the granting of legal personality of legal person is regarding a legal provision determines the moment to be started of the legal personality and time it be end.

This, like most of the legislation[7] the Dubai Government lawmaker admitted through the civil

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[1] Tom Allen and Robert Widdison, Can computer make contracts? Harvard Journal of Law Technology, Volume 9, number 1, winter. 1996.p 35

[2] Consent to be valid must be issued by a civil intended capacity performance and intended to direct a person's ability to conduct legal. Dr shehabi Kendra: sources of voluntary commitment, the University Library of Sharjah, 2008, p. 111.

[3] Article 85 of the civil transactions Act on: every person reached the age of majority in possession of their mental faculties and not forbid it be fully competent to direct his rights stipulated in this law and the laws of branching off it. In article (92) of the same law legal persons: the State, the UAE municipalities........ Civil and commercial enterprises except those exempted by special provision. Needless to say, the granting of legal personality to the persons mentioned had been limited to, on the one hand and, on the other hand, managed availability of capacity is the natural person who represents the recalled.

[4] [4]Automated Teller Machine (ATM): is an electronic telecommunications device that enables the clients of a financial institution to perform financial transactions without the need for a cashier, human clerk or bank teller. http://en.wikipedia.org/wiki/Automated_teller_machine.

[5] The Jordanian legislature has granted legal personality of legal persons by article 36 of law No. 21 of 1966, which States "every natural or legal person when litigation in courts or commercial rights to audit any Department or public institution owned by capacity under civil law or company law in force". It is with the approach adopted by the legislator in article 12 of the UAE commercial transactions law No. 8 of 1984, when the text in the article "except for joint ventures the company does not have legal personality and may not begin its work until after the registration in the commercial register in. ..". To confirm that the granting of legal personality to companies subject to registration in the trade register. The birth of the legal personality of the company are entry in the commercial register.

[6] The granting of legal personality of legal persons have to be estimated by the legislature, granting the company legal personality for example has many reasons, including the protection of the rights of creditors in granting them the right to sue directly on the company, and that their rights as a result of the financial assets. As well as to facilitate the work of the company and achieve the goals that were established for

[7] The Jordanian legislature when the text in the article (102) of the Jordanian Civil Code "is hired by telephone or any similar similar method for the place like it was between contractors not one Council while both the contract and the time it is like it was between the present at the Board". It is the view of the Tunisian legislation in Chapter 27 of the code of obligations and contracts, when the "If someone on another person present in its contracts and did not appoint him to accept or reject not entailed something that did not accept it in time. This provision is being with another person on him by phone no. (87) of

transactions Act UAE federal acts performed by technical means in contracting, including its recognition of contract by telephone, when the enacts in the article (143) of the Act " contracting by the phone, or in any way similar to the place; considers like it was between different places when the contract, about the time; it was like between the present at the place".

It is well known that the role of phone and similar means in contracting as telex, fax are negative to limit its role to one of the contractors will transfer to the other. Thus, any conduct by an act issued by the user phone, or fax. And it cannot imagine it any fault, it is just a transfer for the will of the contractor. Bearing in mind the likelihood of it, which in this case are subject to what he called Professor Sanhouri [1]"by mistake in transportation" and that judging the invalidity of the Act, because opposite the real intention of the user means.

Dubai also followed the footsteps of the draft legislation[2] to take advantage of technical developments in the field of computers and Internet, and recognition result in evidence and extracts. When enacting a private law to transactions and e-commerce[3].

By reading Acts find out empty of explicitly provisions regulates conducted actions by intelligent agent, and has been granted legal personality or not? What enforce researcher to look on his situation through related rules governing the topic.

With the need to restrict with the limits of interpretation mentioned by the legislator in article (3) thereof, and the legislator of the limits of interpretation, consistent and facilitation, facilitation for customers across open networks, achieving a set of goals, when enacts in the article: this law is interpreted according to what is reasonable in transactions and electronic commerce, so as to achieve the following objectives: (1) facilitate electronic communication by reliable electronic records. (2) facilitate, and remove any impediments to electronic commerce, and other electronic transactions, which may result from the mystery of writing and signature requirements, and to promote the development of legal infrastructure and business e-commerce application is guaranteed. (3) Facilitate the transfer of electronic documents to the authorities, government institutions, and promote their services and organizations efficiently through electronic communications unreliable. (4) Reducing cases of forgery of electronic mail, and subsequent amendments on that correspondence, the chances of fraud in e-commerce, and other electronic transactions. (5) Establishing common principles for rules, regulations and standards regarding documentation, safety of electronic correspondence. (6) Enhancing public confidence in the safety and health of the transactions, correspondence, and electronic records. (7) Promoting the development of e-commerce and other transactions at the local and global levels through the use of electronic signatures.

Therefore it shall not to avoid and the objectives mentioned by the legislature, aimed to increase the number of dealers across open networks, through convenience, saving time and effort, and give confidence to customers, all within reasonable criteria mentioned at the beginning of the provision.

Regarding to Scientific level, as is well known, the concept of reasonable variable with time, different in different places[4], what was reasonable by 10 or 20 years is no longer today, and vice versa. And it all depends on the development of science, research, and discoverers and inventors, so legislator well done by this standard, that the law enacted in 2002, at the same time the legislature realized that computer science is constantly evolving; therefore wants to keep the door open on the one hand, with the capacity to accommodate those variables on the other.

2005 issued on 15 August 2005. As well as the Kuwaiti legislature when text in article 50 of the civil law "applicable to the contract by telephone, or by any similar provision of contract the contract for completeness and Zaman concluded. And applies the rule of contract by correspondence for a place with "Law No. 67 of 1980, issued on 1/Oct/1980..

[1] So that offered will arrive disposable misrepresented what he wanted because the broker who moved, whether this intermediary human or machine, but it is a distinct type of mistake and expressed by mistake, and it is located at the time of transfer of the will if the other party is not addressed. But this mistake does not differ in its impact on the mistake of retardant mentioned in article 152 civilian, he is lead to the incompatibility of wills, then a contract is concluded. This though the legislature will phenomenon signed the contract valid. With the right of a mistake go back to causing damages. Prof.. Abdul Razak sanhouri: Mediator Explain the new Civil Code, vol. 1, vol. 1, 3rd floor, Beirut, Al-Halabi's rights publications, 2000, p. 313, 312.

[2] And that Tunisian legislation when it passed the law No. 83/2000 of 9 August 2000 on trade and electronic commerce. And the Jordanian legislature when it adopted Law No. 85/2001 published in the «Official Gazette 6010 4524 date 31/12/2001. With reference to the Federal law on State U.A.E. No. (1) of 2006 concerning the transactions and electronic commerce, and issued on 30 January 2006

[3] Law No. 2 of 2002 transactions and electronic commerce, issued on February 12, 2002

[4] The term *reasonable* is a generic and relative one and applies to that which is appropriate for a particular situation. In the law of Negligence, the reasonable person standard is the standard of care that a reasonably prudent person would observe under a given set of circumstances. An individual who subscribes to such standards can avoid liability for negligence. Similarly a reasonable act is that which might fairly and properly be required of an individual. West's Encyclopedia of American Law, edition 2. Copyright 2008 The Gale Group, Inc. All rights reserved. http://legaldictionary.thefreedictionary.com/reasonable.

In other words, the purpose of the legislator to interpreting the provisions of the law, and make it easier for its customers, according to the rapid technical developments in the field of telecommunications and informatics. And not just from the provision of article 4, which stated: take into account when applying the provisions of the law of international trade practice rules relating to transactions, electronic commerce, and the degree of progress in technical exchange. Accordingly, we will work to interpret legal provisions relating to the subject matter of this corner.

By studying these provisions is defined in article (2) of the Act, electronic transaction is any transaction or contract, or agreement signed or performed in whole, or in part, by electronic mail[1].

It notes with extension definition to include all forms of relations, and legal actions, whether contractual or unilateral, held, or partially implemented, or entirely through open networks[2], and from the words of the contract, and if the legislature wanted to contract, or agreement for the gateway deal, which in our opinion wanted its unilateral conduct.

It also sits convened, or through contractors or represented, which sits to be a natural person or artificial person in terms of article 2, which defined the originator of it: the natural person who, or entity which, or on his behalf by sending an electronic message, whatever the case .... .

Electronic automated agent also known as: software or an electronic computer could act, or to conduct independent, wholly or partially, without the supervision of any natural person at the time of the disposition, or to respond to it.

The significance and recognition of the legislature with the possibility of preparing a computer program has the capacity to act and respond to act independent of someone the user, without the presence of natural person this time, whether in whole or in part.

As noted he did not use the term agent, but rather use the term broker, which means[3]regarding to article (254) of commercial transactions law embodies it: contract under which the broker undertakes to someone searching for a second party for a particular contract, and mediation in contract negotiations, in Exchange for remuneration. It is not any of the parties to the contract and is not a party to it. The use of the word agent instead of a broker will have a legal personality with him. It is not an agency of a legal person. And from the Agency's previous definition referred "to the client another person acting as himself." As a result, a person will need to proxy to accept agency starting, and solutions to replace his client will conduct legal and well known later.

While not forgetting the name of the broker does not meet the intent of the legislator intended the computer program that extrapolated the above definition the material issues in session beyond the search for another party and convergence of views since the legislature granted the ability to act and respond without censorship or a natural person who, whether acting in whole or in part.

And to clarify what is meant by this role, which granted the legislature, and to indicate the meaning of the Act and respond without the supervision of a natural person, will back to article (14), as follows: (1) may be contracted between an automated electronic means including electronic information systems, or more be pre-programmed and prepared to carry out such tasks, and are valid and effective and producing legal effects despite personal intervention, or of any natural person at the signing of the contract in these systems. (2) may also be contracted between an automated information system goes back to normal, or artificial person and the natural person if the latter knew or was supposed to know that the system will function or performance of the contract.

 From the first glance to article showed significant electronic agent by the legislature, to represent the user program. But stop at the words "such terms" assures us the lack of will of the intelligent agent; the previous programming of specific task merely a means of transferring the user will, without the will of the program or the agent replaced. This trend is supported by the statement in paragraph (2) of article 15 which enacts: on the relationship between the originator and the addressee, an electronic message is considered to be that of the originator if it was sent: (a) a person having authority to act on behalf of the originator in respect of electronic message, or. (B) an automated information system, the programmer automatically by or on behalf of the originator.

The legislator used in paragraph (a), the term person, which intended to the legal person, this person has been granted the authority to act. Whether a natural person or artificial person. Whereas the use in paragraph (b) is a system, and serviceability were not granted programmer given in paragraph (a) of the person.

This result is supported by the text of provision (4) of the same article, which States: not applying the provisions of paragraph (3) in the following cases: (a) from the time when the addressee has received notice

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[1] The UAE legislature concept when enacts in article 1 "definitions" of the Federal law on electronic transactions as "any transaction or contract or agreement entered into or executed in whole or in part by electronic correspondence."

[2] When buying tangible goods over the Internet, we use electronic mail, partially as a result, used partly in the contract. While if the subject intangible commodity contract as computer programs, or songs, or movies and pay online. We are in this situation before the implementation of the contract through the Internet.

[3] Law No. 18 of 1993, published in Official Gazette (255) 20 September 1993.

from the originator that the message was not issued, and the addressee had time to act on that basis. . (B) if the addressee knew or was supposed to know that the email was not that of the originator, if reasonable care or used any agreed procedure. (C) it is unreasonable for the recipient that is an electronic message issued by the originator or to act on that assumption.

The use of the term in the provision asserts above, that automated or intelligent agent is not a user program.

Based on the foregoing, and material analysis above, we can say: despite the legislature's intelligent agent to work without interference of human being, it has not granted legal personality.

6.1 Conclusion

The study has reached for results and recommendations, summarized as follow:

6.2 The Results

- Through the different concepts of intelligent agent and indicate the tasks performed by it evident feature in action, as it requires to perform the tasks entrusted to the direct intervention of a natural person.
- Dubai legislature did not use term intelligent agent.
- Flexibility in interpreting the provisions of the law, according to what is reasonable in transactions and e-commerce.
- The intelligent agent is not supported on the data entered by the user only. Where has the ability to configure the data itself through interaction with the environment that works the online environment?
- Legally behaviors through the intelligent agent and the user.
- Dubai legislature considered the intelligent agent is a communication tool, and move the will of the user, like telephone, fax, and e-mail.

6.3 The Recommendations

- Replace the term electronic automated agent in article (2) of the e-commerce law, by automated electronic means. To match with the legislator aims.
- Asking legislator urged experts from economists and lawyers, as well as specialists in computer programming, electronics to develop intelligent agent software has an independent financial detention is the first step towards achievement of the goals of the legislation, to throw then the granting of legal personality to the intelligent agent.

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