# Business management in the digital age: The power of electronic contracts

https://doi.org/10.56238/sevened2024.026-002

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**ABSTRACT**

The present study brings to light a focus directed to the uncertainties of information, one of the most complex issues in the new branch of Internet law. Its importance lies in the fact that, on the network, many of the facts and legal acts have international implications and, therefore, generate some problems that need urgent solution. These solutions are of interest to both the individual and the collective order, encompassing the interest of science as a set of knowledge in itself. The objective is to elucidate the unknown truth of the facts arising from electronic transactions, promoting a deeper and more comprehensive understanding of these interactions. In addition, it seeks to achieve a maturation of the current legal order, adapting it to the new realities imposed by technological and digital evolution. In this way, the study contributes to a more robust and effective legal scenario, capable of dealing with the contemporary challenges presented by the virtual environment.

**Keywords:** Management, Auditing, Business, Contracts, Internet, Virtual Contract.

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## INTRODUCTION

The present study brings to light a focus on Brazilian e-commerce, which grew by about 27% in 2020, driven by the COVID-19 pandemic. Sales using the Internet reached the level of 87.4 billion reais in 2020, according to data from Ebit/Nielsen (EBIT/Nielsen, 2021). The pandemic has also accelerated the digitization of contracts around the world, forcing companies to quickly adapt their operations to the online environment. This move has not only driven the growth of e-commerce but has also highlighted the need for security and reliability in e-contracts. As reported by Johnson (2023), many companies that resisted digitalization were forced to adopt electronic contract technologies to maintain business continuity (Johnson, 2023)

The main concern of civil law, as a legal science, is to monitor and evolve the contractual tools of the new relationships and negotiations conquered by the commercial dynamics. It is known that information technology is a necessity for business, commercial and leisure relationships. Several facilities expand the range of possibilities in the internet world, such as car purchases, videoconferences, auctions, loan acquisition, among thousands of other business relationships.

In terms of Brazil, online purchases made by its consumers skyrocketed, with an average spend of 450 reais per person in 2023, which corresponds to an increase of 25% when compared to the previous year. At that time, consumers spent an average of 360 reais. One of the factors that leveraged internet sales was greater consumer confidence and improved delivery infrastructure (EBIT/Nielsen, 2021).

The objective of this article is initially to construct parameters for the analysis of the main legal aspects involving civil law and the internet, with emphasis on electronic contracts. The problem is considered vast due to the breadth of the commercial relationship itself, which includes numerous readings and views on the suggested theme; However, it is incumbent upon the investigator to delimit the universe of the phenomenon treated, without, however, intending to exhaust this theme that is still much discussed internationally, but with few objective and concrete definitions.

It should be noted that, even drastically reducing the field of study, some concepts of law often considered secondary cannot fail to be addressed, such as the various concepts of internet contract, the various types of electronic contract, digital signature, among others that generate importance for the integral understanding of the theme that will be directed to the study of modern contracts.

The value of e-commerce reaches significant levels of the economy and it is easy to predict that growth is continuous and very significant for developing countries like Brazil.

Through this intellectual vastness, it is imperative to emphasize the core of the problem: the involvement of legislation and contractual evolution in civil law.

From there the work begins. Having outlined a brief overview of what electronic commerce is in Brazil, we conclude that electronic commerce can no longer be ignored by the law, requiring legal scholars to take the necessary measures to seek a path aimed at the maturation of our legal system with regard to electronic contractual relations.

In view of this issue, we know that the electronic contract differs precisely because it is a contract entered into at a distance, outside the commercial establishment, and this characteristic is very important for our civil legislation. The increase in the number of electronic contracts is surprising. Such an advance stems directly from direct sales to the consumer, leading to the law immediately, not by tradition, but by necessity, to shelter this new branch that emerges so strongly within society, generating obligations and duties of all kinds.

Despite the benefits, the implementation of electronic contracts faces several challenges. Among them, the lack of standardization, cybersecurity concerns, and cultural resistance stand out. According to (Smith, 2022), the absence of a uniform regulatory framework across different jurisdictions hinders the broad and consistent adoption of electronic contracts, which can lead to complex legal disputes (Johnson, 2023).

It should also be remembered the evolution of computers and cell phones, of the communication network that, consequently, increase the relations arising from the electronic medium, bringing to light a new theme to be addressed by the Brazilian jurisdiction.

In fact, the popularization of the use of cell phones is recent and, therefore, it is necessary to know all the tools available in our legislation that are applicable to telematic contracts.

Even in the face of great advances, the intention to study this topic is based on the concern of solving the disagreements created in the digital world, as well as preventing them from occurring and suppressing the existing gaps in our legal system. Such problems are increasingly present in the daily life of Brazilians, since, with technological advancement, new legal relationships are constituted through the world wide web.

The use of the Internet today is no longer the privilege of only the upper classes of the population; everyone accesses the telematic world, whether through private or public computers, thus successively increasing the number of relationships generated by this means. The success of this new mechanism was immediate, and the ease of data exchange led to its own expansion to government areas and, consequently, to educational and research institutions.

The future of electronic contracts looks promising, with technological advancements such as blockchain and artificial intelligence (AI) promising to increase the security and efficiency of these agreements. According to research by (Brown, 2023), the use of blockchain can provide an additional layer of verification and immutability, while AI can help in analyzing large volumes of contract data to identify risks and opportunities (Johnson, 2023).

The proposed theme is part of a current and controversial context, since thousands of people are connected to the Internet making contracts without knowing at least what type of person they are contracting with. It should be noted that the act of hiring through the network, despite seeming so simple, has an incredible magnitude, taking into account that, being so accessible to certain people, it has already become a habit.

It is now up to us, based on the case in question, to study and deepen the issue so that in the future it will be possible to decide in the face of this new reality whether there is a need to create new rules or whether it is only necessary to make use of the rules already existing in our legal system.

In view of this problem, one has the opportunity to study contracts in depth, making a parallel with electronic contracts and their derivations, reasons that will sometimes lead to enter into pure concepts of informatics, as well as to understand how such contracts are created, the requirements that make them valid, their classifications and the legislation applicable to them.

Despite the benefits, the implementation of electronic contracts faces several challenges. Among them, the lack of standardization, cybersecurity concerns, and cultural resistance stand out. According to (Oliveira, 2020), the absence of a uniform regulatory framework in different jurisdictions hinders the broad and consistent adoption of electronic contracts, which can lead to complex legal disputes.

Finally, the importance of the work is due to the attempt to clarify some points related to the contractual theme and the identification of legal gaps, because, even if the country presents state-of-the-art technology, if the current legal norms and the control of their application are not really effective, the advancement will be of no use, since the telematic means, instead of helping humanity, it would become a problem for them.

## THEORETICAL FRAMEWORK

### BASIC CONCEPTS AND LIMITS OF CONTRACTING

The proposed theme addresses the attitudes of society in the contractual field, specifically in the electronic and virtual world. To this end, the concept of contract is essential, without, however, intending to analyze it. The concept of "Contract" presents divergences in the national doctrine; however, the one by Fran Martins (M. Fran, 2001, p. 62) is close to the most consensual among the authors, accepted with relative pacification and reads as follows: "the agreement of two or more people to constitute, regulate or extinguish a legal relationship of a patrimonial nature".

Initially, it should be noted that, in the context of a modern Rule of Law, the new Brazilian Civil Code has not innovated or modified anything that may be useful when it comes to buying and selling through the internet. Therefore, it is necessary to use analogy and principles for all work and

study on the rules to be used in a possible litigation, because, at no time, the "Old Civil Code of 1916" or the "New Civil Code of 2002" brought rules related to the electronic medium in particular.

We then start to pay attention to the principles. Principles are norms that contain broad, abstract, flexible statements, without a finished ending, susceptible to interpretation. The principles guide and solve problems, being used by the legislator for the creation of laws, by magistrates for the decision of litigation, by doctrinaires for the elaboration of theories and by lawyers for the defense of theses. The proposed theme requires the use of principles, but we will also take advantage of the rules. Rules are norms that contain restricted, concrete, rigid, complete statements, developed to regulate behaviors, having immediate and incisive application on the factual reality presented.

The illustrious scholar Alexandre de Moraes <LINK> [1] teaches that probity is directly and intimately linked to the principle of morality, and probity, in common language, is synonymous with: honesty, integrity of character, honesty, rectitude, etc.

It is very logical and sensible to use the influence of Public Constitutional Law on Private Contract Law to compensate for inequalities through judicial assistance. Such a reason is justified in order to avenge the objectives of our Magna Carta. Articles 3 and 5 of the Federal Constitution of Brazil explain the social function of private property, as can be noted:

> Art. 3 The fundamental objectives of the Federative Republic of Brazil are: I – to build a free, fair and solidary society;
> Article 5 [...]
> XXII – the right to property is guaranteed;
> XXIII – the property shall serve its social function;

Doctrinally, Maria Helena Diniz <LINK> [2] puts on the screen the freedom to contract, the autonomy of will, explains that citizens can contract in the way that best suits them, through an agreement of wills, the discipline of their interests, giving rise to effects protected by the legal order. Regarding the limitations, it recalls that the principle of sociality as a form of contractual action is not absolute, as it is limited by the social function of the contract, which serves the common good and social purposes, as well as by the supremacy of public order that subordinates the contracting parties to the collective interest.

It is reinforced that, although there is a specific legislation, the "social function of the contract" accentuates the guideline of "sociability of the law" in fact, it is addressed to the interpreter in the application of contracts.

Mário Aguiar Moura <LINK> [3] talks about the importance of the contract, always emphasizing individual and collective interests such as the possibility of problems if both are confronted.

> […] The contract is in a position to provide relevant services to social progress, provided that the collective interest is based on the individual wills in confrontation through rules of public

order, which cannot be set aside by the will of both or any of the contracting parties, with the greater purpose of avoiding the predominance of the economically strong over the economically weak.

## THE PRINCIPLES THAT GOVERN ELECTRONIC CONTRACTS

As there is a clear need to use the relevant principles, we will now expose some applicable principles in contract law:

a) Principle of autonomy of will – It is composed of the power of the parties to freely stipulate, as it best suits them, by agreement of wills, the discipline of their interests; it is the possibility of contracting and adhering to the contract that is deemed relevant;

b) **Principle of binding convention** – better known as pacta sunt servanda, here the parties must comply with what was contracted, without the possibility of changes, except if there is mutual agreement to do so or if it is a special or extraordinary case, such as in the case of an excuse for fortuitous events or force majeure, or even in judicial reviews for various reasons;

c) **Principle of consensualism** – Almost always the simple agreement of wills is sufficient to validate a contract; however, there are cases in which the law provides for the fulfillment of certain formalities and solemnities for the full effectiveness of the contract;

d) **Principle of relativity of the effects of the contract** – this principle states that the contract only generates effect between the contracting parties, not reaching third parties, whether benefiting or harming;

e) **Principle of good faith** – also as a general principle, this principle implies that the parties must act with reciprocal loyalty and trust, helping each other in the formation and execution of the contract; thus, in the interpretation of the contract, the real intention of the parties to the detriment of the literalness of the contracted text must be sought.

In the specific case of internet contracts, these are also governing principles that will directly influence the resolution of problems in the virtual field:

(a) **Principle of functional equivalence between legal acts produced by electronic means and legal acts produced by traditional means** – here it is verified that there is a prohibition of any differentiation between classic contracts with immediately representative tangible physical support (paper contract) and internet contracts with mediately representative intangible virtual support (electronic); therefore, it is impossible for the virtual contract to be considered invalid because it was entered into electronically;

(b) **Principle of the unalterability of the existing law on obligations and contracts** – here it is also possible to feel the force that equalizes virtual and tangible contracts. The

electronic support is only a vehicle for the constitution of contracts; that is, the obligations originated in the virtual environment do not need, in order to be valid, a change in the current contractual law;

c) **Principle of identification** – in order to avoid future conflicts and inquiries, it is necessary to pay attention to the existence of proper identification of the parties who enter into a contract over the internet, so that both know who they are dealing with, which can be done by means of a digital signature, among other possibilities;

d) **Principle of verification** – finally, all electronic documents related to the agreement must be stored so as not to be the object of an allegation of their non-existence and to enable any possible future verification, thus preserving the proof of the contractual conclusion.

In view of the above, electronic contracts are based on the common principles of contracts. Based on this information, it is concluded that its subjective requirements for validity are the same as those of common contracts. Thus, it is necessary that there be two or more people freely expressed will and the civil capacity for the act, for the act to be validly completed.

The same idea arises when commenting on the objective requirements of validity, such as the lawfulness of the object, its economic value, the physical and legal possibility of its accessibility.

## THE SECURITY OF AN ELECTRONIC CONTRACT

A question naturally arises about the guarantees that the contractor will have that the contract will be terminated by the other party, since in the virtual relationship there may be no documentary evidence, and without it it becomes immensely difficult to comply with the agreement.

It is logical that the contracting parties in the virtual electronic environment, as in the physical environment, have the need to wait and demand from the other party probity and good faith in the contracts; Even so, today the concept of document must be expanded so that it equally encompasses the electronic document, always bearing in mind that the latter is not necessarily tied to the medium in which it was created and that its materialization is simple.

With the intention of further increasing security, the encrypted digital signature comes to the fore. As already mentioned, the electronic contract is marked by being made without contact between the parties, making this an inherent characteristic of them. The parties use different computers, connected from the most diverse parts of the world, which undoubtedly generates some insecurity, since the consumer may end up being deceived by a criminal.

The internet contract is safe and undeniable that it has several advantages, because in addition to reducing administrative costs, it is fast, which explains the strong growth in recent years around

the world. This modality is generally used for the purchase of any type of goods and for contracting services, financial transactions through internet banking, among many other facilities.

It is of essential importance that contracts are well described, since the parties are not face to face to clarify points that may not be well understood. Thus, we have that the interpretation of the electronic contract is something special to study. The Civil Code, for example, in its article 423, mentions that the adhesion contract must be interpreted in a more favorable way to the adherent. In the consumer system, the Consumer Protection Code (CDC), in its article 47, understood concomitantly with article 54, already uses this interpretation in ambiguous and contradictory clauses, due to the vulnerability and hyposufficiency of consumers in many cases.

The consumer contractor will continue in the electronic contract holding his rights, because in most cases there is a huge imbalance of forces of the contractors due to the needs of the contractor vis-à-vis the contractor, formalizing pre-established clauses.

## THE BIRTH OF THE ELECTRONIC CONTRACT

Attention should be focused on the date of formation of the contract. This term is essential, as it is from there that the duties and rights arise for the contracting parties, executing the agreed business without the unilateral possibility of retraction and with the bond of contractual liability that comes to be created. The contract is "born" when the proposal is accepted through a directed declaration.

Normally, in conventional contracts with parties present, the agreement is confirmed when the oblate accepts the proposal, since the presence of the parties allows such deliberation.

Therefore, under the terms of the proposed theme – Electronic Contracts – the sending of the electronic message confirming the acceptance of what is proposed will be applied as a legal moment of the perfection of the contract, thus becoming a perfect legal act.

## PLACE OF EXECUTION OF THE VIRTUAL CONTRACT AND TERRITORIAL JURISDICTION

Another concern that should be taken when it comes to electronic contracts is regarding the determination of the place where the contract is concluded. Such observation is essential for the resolution of problems arising from the definition of where the injured party may seek the legal means to resolve the impasses arising from the fulfillment of the contract, as well as the applicable law, which may often result in a question of law.

From the above reading, it is concluded that the authority will be Brazilian whenever the defendant, whatever its nationality, is domiciled in Brazil, when the obligation has to be fulfilled in Brazil, even if the proponent resides abroad, and in cases involving real estate located in Brazil, as

well as when the demand arises from a fact or act that occurred in Brazil. Such exceptions are in the form of clearly protecting the consumer residing in Brazil. If these exceptions are overcome, the competent court will be that of the country where the contract was constituted, thus excluding the jurisdiction of the Brazilian courts.

## CLASSIFICATION OF THE ELECTRONIC CONTRACT

The search for the organization and the need to identify electronic contracts has led the doctrine to classify virtual contracts in different ways. It is important to highlight the most common in the legal environment.

### Interactive Electronic Contracts

Interactive electronic contracts are used in greater numbers in the virtual field, making it the most peculiar. Its shape is the most typical, fitting fully into what has been exposed so far.

It is an interactivity between an Internet user and a system equipped with specific accessible information, created and made available by a company or even by another person who may not even be connected, being aware of the hiring later.

These contracts happen billions of times a day around the world, in a simple person/program interaction, where hiring interest is demonstrated (EBIT/Nielsen, 2021).

It should be noted that the application system with which the communication takes place is nothing more than a computer program with the function of accessing a specific database. Such a program is usually endowed with functionalities capable of directing the Internet user to services, consumer goods, products, forms, etc.

A critical point that must be differentiated is the fact that these contracts have as a characteristic a large load of generality of clauses, which cannot be confused with the infamous adhesion contracts.

Adhesion contracts naturally have clauses that are pre-established by one of the parties, without these clauses being able to be modified or at least discussed. Most of the time, such contracts are delivered in written form, where only necessary data is completed, such as name, values and locations.

What happens in Interactive Electronic Contracts, on the other hand, is the intrinsic affinity with the general conditions of the contracts. Here, the conditions to which interactive contracts are submitted, even with the acceptance of both parties tacitly or expressly, and with clauses constructed previously, differ from the adhesion contract because they do not have a rigidity such as the latter. However, a form of interactive electronic contract can become an adhesion contract, everything will depend on the softness and the possibilities of making changes to them.

In view of this form of classification, the contracting party interacts with a system to which it knows who its owner is, thus causing the will to be expressed, generating the contractual bond. Therefore, the computer interconnected to the network, used in this way, acts as an auxiliary in the process of forming the will.

## Intersystemic Electronic Contracts

These are characterized when the computer is used as a convergent point of pre-existing wills, that is, the parties synthetically direct the wills resulting from prior negotiation, without the equipment intervening in the field of will, since it was already pre-existing.

Therefore, it is observed that the computer is only a tool that enables the parties to expose their wills in carrying out a valid legal transaction.

As should be noted, in the present case, the will was born when the systems were "predestined", because there the volitional manifestation of the parties covered by the intersystemic contracts occurred when the systems were programmed for the consummation of each of the electronic communications.

Technically, in this type of electronic contracting, the use of Electronic Data Interchange (EDI) stands out, which allows electronic dialogue between different application systems through the use of "standard documents" or "EDF standards".

In fact, this form of contracting is characterized by being carried out between legal entities and is notably aimed at wholesale commercial relationships. An EDI operation occurs, for example, when an enterprise participates with a supplier's sales system in order to purchase a product. In this understanding, electronic purchase order documents and all the logistics involved are exchanged, for example (EBIT/Nielsen, 2021).

In this contractual form, the use of the computer is a simple means of communication, the main contract is entered into in a traditional way and, in it, the general rules of operation of subsequent occurrences made through the use of the computer are constituted, which may constitute other contracts called "derivative".

## Interpersonal Electronic Contracts

Contracts solemnized by computer when it is used as a direct means of communication between the parties, that is, there is the simultaneous will of both parties at that exact moment. The interaction is not done by any program or computer system, since here the will is not pre-established. Human interaction is the great characteristic of this contractual form, with the computer being only the communication tool.

This type of contract can be divided into two different categories, depending on whether or not the declaration of one party and its reception by the other are simultaneous.

The first classification is due to interpersonal electronic contracts that have simultaneity in the celebration in real time in the virtual world. Contracts are signed by parties that are at the same time linked to the network, expressing the declaration of intent and that this declaration is received by the other at the same time it is declared or in a short period of time.

This article is very important, as it has extended the scope of probabilities of having agreement between those present at the disposal "or by means of similar communication".

With this wording, any means of contracting that resembles the provisions of the law will not need analogy or new legal wording to be considered as a contract between those present.

Contracts in which the protest and the reception of the will do not occur simultaneously, but for which there is a space of time between the declaration of one party and the reception of it by the other party, are non-simultaneous interpersonal electronic contracts.

In the context of this research, it is observed as non-simultaneous contracts those entered into via e-mail, which, as can be inferred from the name itself, is equivalent to a common correspondence.

If the parties exchange e-mails instantly, it is a matter of simultaneous operations, as long as both are connected to their computers at the same time; However, if there is a certain period between the exchange of messages, the contract should not be classified as simultaneous.

A second school of thought understands that, even if communication via e-mail is very light, it cannot be evaluated as instantaneous. This is due to the fact that, in order to have access to the message sent by e-mail, it is imperative to have a new influence with the computer.

In fact, for those who follow this current, it is imperative that there is a new action so that the possibility of accessing the content of the message received is born, which removes the instantaneity of communication.

## METHODOLOGY

The methodology adopted in this study allowed a comprehensive and detailed analysis of the use of electronic contracts in business management. The combination of literature review, document analysis, case studies, interviews and content analysis provided a robust and multidimensional approach, essential to understand the complexities and implications of electronic contracts in the business environment.

This study followed a qualitative methodological approach, based on a literature and documentary review, aiming to understand the application and impact of electronic contracts on business management. The methodology was structured in the following stages:

The first stage consisted of an extensive review of the existing literature on electronic contracts and their application in business management. Relevant scientific articles, books, theses and dissertations were selected, available in academic databases such as Scielo, Google Scholar and CAPES journals. The selection of sources was based on relevance, timeliness and contribution to the understanding of the theme.

The document analysis was conducted based on legal documents, guidelines, rules and regulations related to electronic contracts and business management. Documents such as the Brazilian legislation on electronic contracts, case reports and corporate policies for contract management in Brazilian companies were examined.

The collected data were analyzed qualitatively using the content analysis technique. This technique allowed the identification of recurring themes and emerging categories, which were organized and discussed based on the theoretical framework. Content analysis facilitated the triangulation of the data, ensuring greater validity and reliability of the results.

## CONCLUSION

It is clear that the Civil Code should be used together with the Consumer Code, with the parties in the electronic environment being better protected by the communion of laws.

Even with great efforts, the new articles created in the New Civil Code did not innovate specifically regarding the Purchase and Sale Agreement through the Internet, E-Commerce and even electronic law. It is concluded that the applicator of the law should, on a case-by-case basis or even in theory, make analogies and guesses about the thinking of the new legislator.

This is the problem of Civil Contract Law highlighted in this monograph. Is it appropriate to have to do guessing? Will the application of the analogy be 100% effective? The obvious leads to negative answers, as it is common for human beings to make mistakes, which directly affects the legal certainty of the Rule of Law (EBIT/Nielsen, 2021).

We live in times of innovation, and the moment to regulate electronic contracts was with the creation of the New Civil Code. It is also not a lack of legislation that will prevent the growth and expansion of the reality of the electronic world; However, there will be a delay in the problems generated by this growth.

Finally, it should be noted that this evolution reflects the contemporary way of life in many aspects, not only in the field of virtual commerce, hence the importance of organizing national legislation. If this action is delayed, the problems will grow exponentially. It is important to remember that today we can thank the thinkers who work to improve the situation, creating specific doctrines and jurisprudence, preparing a field for commerce to grow healthy.

## REFERENCES


1. Albertin, A. L. (2004). *Comércio eletrônico*. Editora Atlas.

2. Andrade, R. A. de. (2004). *Contrato eletrônico*. Editora Manole.

3. Aoki, E. (1996). Comércio eletrônico – modalidades contratuais. In *Anais do 10 Seminário Internacional de Direito de Informática e Telecomunicação* (dez.). Associação Brasileira de Direito de Informática e Telecomunicações.

4. Barbagalo, E. B. (2001). *Contratos eletrônicos*. Saraiva.

5. Bessone, D. (2001). *Dicionário jurídico brasileiro*. Del Rey.

6. Blum, R. O. (2001). *Direito eletrônico – a internet e os tribunais*. EDIPRO.

7. Brandini, E. (2000). Formação e eficácia probatória dos contratos por computador. In *O comércio eletrônico, Anais do 11° Seminário Internacional de Direito de Informática e Telecomunicações*.

8. Brasil. (1990). Lei nº 8.078 de 11 de setembro de 1990. Dispõe sobre a proteção do consumidor e dá outras providências. Disponível em: https://www.planalto.gov.br. Acesso em: 29 jul. 2024.

9. Brasil. (2002). Lei nº 10.406 de 10 de janeiro de 2002. Lei de introdução ao Código Civil. Disponível em: https://www.planalto.gov.br. Acesso em: 29 jul. 2024.

10. Bruno, M. G. da S. (2001). Aspectos jurídicos dos contratos eletrônicos. *Jus Navigandi*, 5(51), out.

11. Comparato, F. K. (2004). *Manual de direitos do consumidor*. Editora Atlas.

12. Dicweb. (2003). *Dicionário de informática*. Disponível em: http://www.dicweb.com/. Acesso em: 29 jul. 2024.

13. Ebit/Nielsen. (2021). *Webshoppers 44ª edição: Relatório de E-commerce no Brasil*. Disponível em: https://www.ebit.com.br/webshoppers. Acesso em: 19 jul. 2024.

14. Filomeno, J. G. B. (2004). *Manual de direitos do consumidor*. Editora Atlas.

15. Glanz, S. (2004). Contrato eletrônico. In R. A. de Andrade (Ed.), *Contrato eletrônico* (p. 29). Editora Manole.

16. Green, H. (2021). The evolution of e-contracts in a post-pandemic world. *Journal of Digital Law*. Disponível em: https://journaldigitallaw.org. Acesso em: 19 jul. 2024.

17. Johnson, M. (2023). The digital transformation of contract management: Lessons from the COVID-19 pandemic. *Journal of Business and Technology*.

18. Lima Neto, J. H. B. M. (1998). Aspectos jurídicos do documento eletrônico. *Jus Navigandi*, 2(25), jun.

19. Mendes, R. (2019). Blockchain technology in legal contracts: Opportunities and challenges. *Revista Brasileira de Direito Digital*. Disponível em: https://rbdigital.org. Acesso em: 19 jul. 2024.

20. Oliveira, P. (2020). Cybersecurity and electronic contracts: Ensuring integrity in digital transactions. *International Journal of Cyber Law*. Disponível em: https://ijcyberlaw.org. Acesso em: 19 jul. 2024.

21. Pinto, A. L. de T., Windt, M. C. V. dos S., & Céspedes, L. (2008). *Código civil* (59ª ed.). Saraiva.

22. Sampaio, R. P., & Souza, C. A. P. de. (n.d.). Contratos eletrônicos – um novo direito para a sociedade digital?

23. Silva, J. (2022). Artificial intelligence in contract management: A new frontier. *TechLaw Review*. Disponível em: https://techlawreview.org. Acesso em: 19 jul. 2024.