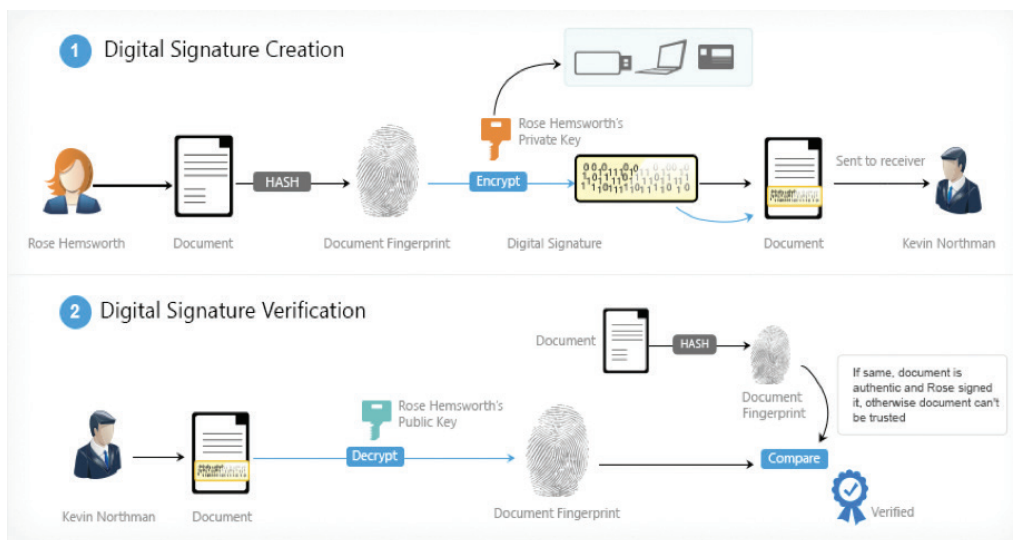




Conclusion

Electronic signatures make business transactions over the Internet easier and more reliable for both businesses and consumers. The UAE law has authorized the use of electronic signatures and electronic records to create binding agreements and made it clear that no electronic signature can be refused legal effect merely on the grounds that it is in electronic form. It has also declared the functional equivalence of the electronic with the hand-written signature as a generic matter together with its admissibility as a measure of proof. There are, however, specific categories of transactions and documents for which electronic signatures may not be used. These include transactions pertaining to personal law such as marriage, divorce and wills, as well as deeds of title to immovable property, and negotiable instruments.

Emad Dahiyat, The Legal Recognition of Electronic Signatures in Jordan: Some Remarks on the Electronic Transactions Law, Arab Law Quarterly 25 (2011), p. 298.

For more information, see Thomas J. Smedinghoff & Ruth Hill Bro, 'Moving with change: Electronic signature legislation as a vehicle for advancing e-commerce', 17 J. Marshall J. Computer & Info. L. (1999) 723, p. 730.