

CHAPTER

3

Contracts in the InfoTech World

Syllabus Topic : Contracts in the InfoTech World

3.1 Contracts in the InfoTech World

- Q. 3.1.1** What are the different types of e-commerce transactions? (Ref. Sec. 3.1) (5 Marks)
- Q. 3.1.2** Write short note on contracts in the InfoTech world. (Ref. Sec. 3.1) (5 Marks)

- E-commerce in simple language is defined as buying and selling good and rendering the services on the internet. Nowadays the speed of internet transaction is phenomenal. The e-commerce transactions are of 4 types that blend and correlate :

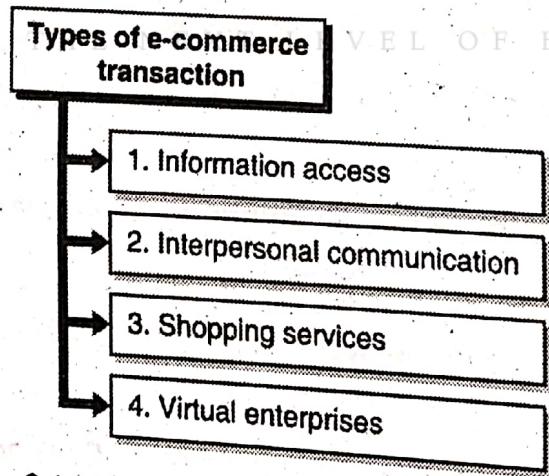


Fig. 3.1.1 : Types of e-commerce transactions

→ **1. Information access**

It gives the user search and retrieves facility.

→ **2. Interpersonal communication**

It provides the methods to exchange information discuss ideas and improve their cooperation.

→ 3. Shopping services

It permits the user to seek and purchase good on the internet or to avail the services through the internet.

→ 4. Virtual enterprises

- These are the business arrangements where trading partners who are separated by geography and expertise are able to engage in joint business activities.
- Every e-commerce transaction is like any other transaction but there involves a contractual relationship between transacting parties. The Indian Contract Act 1872 States the law of contracts and the sales of goods act 1930 states the law pertaining to the sale of goods. In information technology act 2000 some provisions have been incorporated related to the distance nature of e-commerce transaction.
- In these important implications on a contract formation is given. Every contract needs to be tailored in accordance with the need of transaction.
- In India many people are not paying attention to draft contracts, they normally copy others contract which will be harmful at the time of the dispute.
- So, it is important to take care in drafting the contract. The lawyer which is responsible for drafting a contract should have properly understood the brief on the needs of the transaction and appraised of the potential areas of dispute which may arise so that these aspects are fully covered in the contract.
- The industries that are using information technology in their setup should be aware of various legal aspects of e-contracts the same way every consumer must understand the terms of the contract before entering into a transaction.
- In e-commerce, e-contracts are used. A e-contract is any kind of contract form in the course of e-commerce by the interaction of two or more individuals using electronic means, such as email, the interaction of an individual with an electronic agent, such as a computer program, or the interaction of at least two electronic agent that are program to recognize the existence of a contract.



- An e-contract is a contract modeled, specified, executed and deployed by a software system.

Syllabus Topic : Click-Wrap and Shrink-Wrap Contract : Status Under the Indian Contract Act, 1872

3.2 Click-Wrap and Shrink-Wrap Contract : Status Under the Indian Contract Act, 1872

Q. 3.2.1 Explain the terms originator and addressee. (Ref. Sec. 3.2)

(5 Marks)

In a contract, two parties are involved: originator and addressee. According to IT Act the definitions of originator and addressee are as follows :

1. Originator
2. Addressee

→ **1. Originator**

Originator is a person who sends, generates, stores or transmits any electronic message to be sent, generated, stored, or transmitted to any other person and does not include an intermediary.

→ **2. Addressee**

An address is a person who is intended by the original to receive the electronic record but does not include any intermediary.

The important points in a e-contract are :

1. The parties do not meet physically in most of the cases.
2. There are no physical boundaries no handwritten signature and in most times no handwriting is required.
3. There is no outermost security, risk factor is very high.
4. Jurisdictional issues are a major setback on a contracts in case of breach.
5. There is no authority to monitor the process.
6. Digital signatures are used.

7. Electronic documents are used as evidence in the court.
8. Three main methods of contracting electronically are email, World Wide Web and cyber contracts.
9. The subject matter includes :
 - (a) Physical goods, where goods are ordered online and paid over internet and physical delivery is made.
 - (b) Digital products such as software which can also be ordered.
 - (c) Services like electronic banking sale of shares financial advisor etc.

3.2.1 Elements of Contract

Q.3.2.2 What are the elements of E-contract? (Ref. Sec. 3.2.1)

(5 Marks)

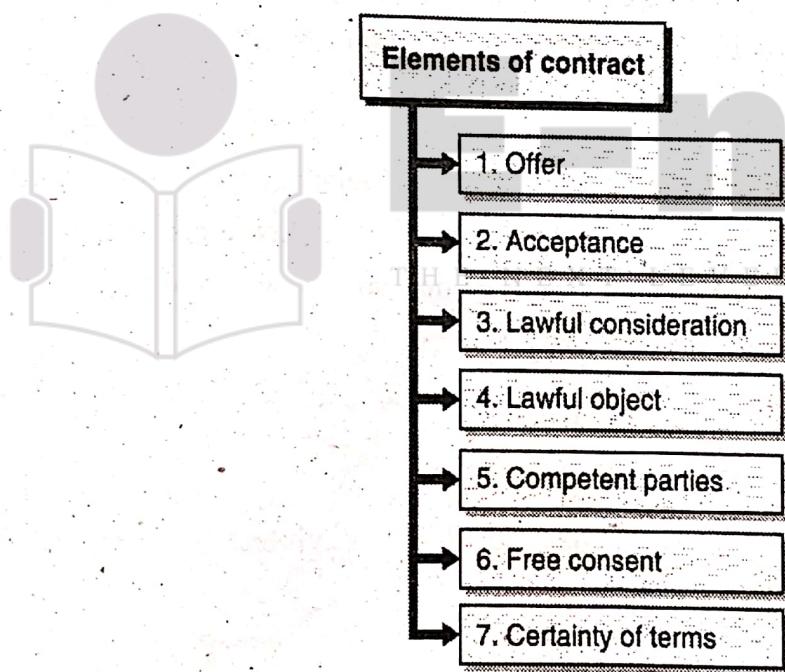


Fig. 3.2.1 : Elements of contract

The elements of a contract are :

→ **1. Offer**

In section 2(a) of Indian Contract Act offer is defined as website advertisements are invitation to offer except specified clearly.



- When a person respond by mail, fill out online forms built into a web page, they make an offer which can be either accepted or rejected and so an invitation to offer is not capable of making a binding contract on its own until it is accepted.
- Thus, an offer made must carry the intention of entering into a binding contract. This is also applying to online contracts.

→ 2. Acceptance

- Once an offer is accepted, a contract is concluded except the postal acceptance rule applies.
- The postal acceptance rule is an exception to the general rule that acceptance of a contract must be communicated to the offer or before a contract can be in existence. Under the rule, acceptance of a contract is said to occur at the time the acceptance is posted.
- Hence the communication of acceptance is complete against the proposer when it is put in the course of transmission to him and as against the acceptor when the acknowledgement enters into the designated computer resource.

→ 3. Lawful consideration

Lawful consideration should be there in contract as per Indian Contract Act problems may arise at a time when consideration is merely executory like when an online shopping site promises to supply an item. Another problem is that such laws cannot apply when an anonymous computer is used.

→ 4. Lawful object

- The contract purpose should be lawful one.
- Courts will not enforce contracts that are illegal or violate public policy. Such contracts are considered void.

→ 5. Competent parties

- Competent parties are the natural and legal persons. a computer is neither a natural or a legal person and so the operator of a computer comes into the picture.
- The autonomous computer cannot be a contractual party.

→ 6. Free consent

- Autonomous computer, however, clearly cannot be contractual party.



- This is quite difficult to determine because sometimes the margin used to determine the strict rule of free consent gets narrower under electronic contracts.

→ **7. Certainty of terms**

The certainty of the terms given in the contract should be lawful.

3.2.2 Click and Wrap Contracts

Q. 3.2.3 Explain click and wrap contracts . (Ref. Sec. 3.2.2)

(5 Marks)

- When an online buyers or user clicks on the 'I AGREE' button on a webpage to purchase or download a program.
- The term is derived from the fact that such agreements most times require clicking an on-screen icon to signal acceptance.
- There are two types of click wrap contracts :

1. Type and click and wrap contract
2. Icon clicking

→ **1. Type and click and wrap contract**

- Type and click is a type of click and wrap contract where the user must type I accept or other specified words in an on-screen box and then click submit or similar button.
- It denotes acceptance of the terms before download can commence.

→ **2. Icon clicking**

- Icon clicking is where the user must have to click on OK or I AGREE button on a dialogue box or popup window.
- The user rejects by clicking CANCEL or CLOSING THE WINDOW.

3.2.3 Shrink Wrap Contract

Q. 3.2.4 Explain shrink and wrap contracts. (Ref. Sec. 3.2.3)

(5 Marks)

- Shrink-wrap agreements are usually the licensed agreement applicable in case of software products buying. In case of shrink-wrap agreements, with opening of the packaging of the software product, the terms and conditions to access such software product are enforced upon the person who buys it.

- Shrink-wrap agreements are simply those which are accepted by user at the time of installation of software from a CD-ROM, for example, Nokia pc-suite.
- Sometimes additional terms can be observed only after loading the product on the computer and then if the buyer does not agree to those additional terms, then he has an option of returning the software product.
- As soon as the purchaser tears the packaging or the cover for accessing the software product, shrink-wrap agreement gives protection by indemnifying the manufacturer of the product for any copyright or intellectual property rights violation. Though, in India, there is no stable judicial decision or precedent on the validity of shrink-wrap agreements.
- Shrink wrap license is an end user agreement (EULA), once the end user opens the packaging the EULA is considered to be in effect it includes terms like,
 - o Licenses
 - o Rights of use
 - o Fees and payments
 - o Forum clauses
 - o Warranties
 - o Limitations and liabilities

3.2.4 Difference between Click and Wrap Contract and Shrink and Wrap Contract

Q. 3.2.5 What is the difference between click and wrap and shrink and wrap contracts ?
(Ref. Sec. 3.2.4)

Sr. No.	Click and Wrap Contract	Shrink and Wrap Contract	(5 Marks)
1.	Consumers can go to the terms of the contract.	Consumer do not know the key terms of the contract.	

Sr. No.	Click and Wrap Contract	Shrink and Wrap Contract
2.	Allows user to read the terms of the agreement before accepting them.	People agree to the terms by using the software which they have already purchased.
3.	They have gained Universal acceptance.	They have questionable enforceability.
4.	The simple act of clicking the accept button.	Conclusion of the contract is made by breaking the seal used to bind.

❖ Validity of online contract

- The Information Technology Act, 2000 provides various procedural, administrative guidelines and regulates the provisions relating to all kinds of electronic transactions.
- These include computer data protection, authentication of documents by way of digital or electronic signature.
- Though electronic contracts have been given recognition by the IT Act, 2000, but majority feels it less secured to get into any kind of online contracts as there are no concrete judicial precedents for the validity and enforceability of online contracts in India.
- In case of browse wrap contracts, we usually accept the terms and conditions of the contract by clicking the button that indicates ' I Agree' and in case of shrink wrap contract or purchase of a software product, assent is given by the consumer or the purchaser with tearing of the wrapper and using it.
- Many have the tendency of not reading the terms and conditions carefully before agreeing to such. But these actions should be taken consciously and carefully only after reading the terms of the contract properly as it leads to a valid contract and the terms can be strictly enforced against them.
- However courts in other countries such as US, have dealt with validity and enforceability of contracts such as shrink wrap and click wrap contracts. It was held in the famous case of **ProCD. Inc. versus Zeidenburg** "That the very fact that purchaser after reading the terms of the license featured outside the wrap license opens the cover coupled with the

fact that he accepts the whole terms of the license that appears on the screen by a key stroke, constitutes an acceptance of the terms by conduct."

- Thus it is confirmed that shrink wrap agreements are valid contracts and are enforceable against the purchaser of the software. But the enforceability of the shrink wrap agreement is extended as far as the general principles of contract are not violated.
- The validity of click wrap agreement was first considered when the Court for northern district of California upheld in the famous case of Hotmail Corporation that "the defendant is bound by the terms of the license as he clicked on the box containing "I agree" thereby indicating his assent to be bound".

Syllabus Topic : Contract Formation under the Indian Contract Act, 1872

3.3 Contract Formation under the Indian Contract Act, 1872

Q. 3.3.1 Explain Contract Formation under the Indian Contract Act, 1872.

(Ref. Sec. 3.3.1)

(5 Marks)

- It is important to know the principles as to the time and place of formation of a contract under the Indian Contract Act, 1872. Various words and expressions are given in Section 2 of the Indian Contract Act, 1872 as follows :
 - (a) When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal;
 - (b) When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise;
 - (c) The person making the proposal is called the "promisor", and the person accepting the proposal is called the "promisee";
 - (d) When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration;
 - (e) Every promise and every set of promises, forming the consideration for each other, is an agreement;
 - (f) Promises which form the consideration or part of the consideration for each other, are called reciprocal promises;

- (g) An agreement not enforceable by law is said to be void;
- (h) An agreement enforceable by law is a contract;
- (i) An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract;
- (j) A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable.

- Communication of offer, acceptance, and revocation of offer and acceptance is given in Section 4 and 5 of the Indian Contract Act 1872 as follows :

☞ **Communication when complete**

- The communication of a proposal is complete when it comes to the knowledge of the person to whom it is made.
- The communication of a proposal is complete when it comes to the knowledge of the person to whom it is made.
- The communication of an acceptance is complete, as against the proposer, when it is put in a course of transmission to him so as to be out of the power of the acceptor; as against the acceptor, when it comes to the knowledge of the proposer.
- The communication of a revocation is complete, as against the person who makes it, when it is put into a course of transmission to the person to whom it is made, so as to be out of the power of the person who makes it; as against the person to whom it is made, when it comes to his knowledge.
- **Example :** A proposes, by letter, to sell a house to B at a certain price. A proposes, by letter, to sell a house to B at a certain price." The communication of the proposal is complete when B receives the letter. The communication of the proposal is complete when B receives the letter

☞ **Revocation of proposals and acceptance**

- A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterward.
- An acceptance may be revoked at any time before the communication of the acceptance is complete as against the acceptor, but not afterward.
- **Example :** A proposes, by a letter sent by post, to sell his house to B. A proposes, by a letter sent by post, to sell his house to B. B accepts the proposal by a letter sent by post. B accepts the proposal by a letter sent by post. A may revoke his proposal at any time before or at the moment when B posts his letter of acceptance, but not afterward.



- A may revoke his proposal at any time before or at the moment when B posts his letter of acceptance, but not afterward. B may revoke his acceptance at any time before or at the moment when the letter communicating it reaches A, but not afterward. B may revoke his acceptance at any time before or at the moment when the letter communicating it reaches A, but not afterward.

Syllabus Topic : Contract Formation on the Internet

3.4 Contract Formation on the Internet

Q. 3.4.1 Explain Contract Formation on the Internet.(Ref. Sec. 3.4)

(5 Marks)

- With the advance use of internet and electronic commerce, online contracts have assumed importance mainly in terms of reach and multiplicity. Online contract or an electronic contract is an agreement modeled, signed and executed electronically, usually over internet.
- An Online contract is conceptually very similar and is drafted in the same manner in which a traditional paper-based contract is drafted. In case of an online contract, the seller who intends to sell their products, present their products, prices and terms for buying such products to the prospective buyers.
- In turn, the buyers who are interested in buying the products either consider or click on the 'I Agree' or 'Click to Agree' option for indicating the acceptance of the terms presented by the seller or they can sign electronically.
- Electronic signatures can be done in different ways like typing the name of the signer's in the specific signature space, copying and pasting the scanned version of the signature or clicking an option meant for that purpose.
- Once the terms are accepted and the payment is made, the transaction can be completed. The communication is basically made between two computers through servers.
- The online contract is brought to the scenario to help people in the way of formulating and implementing policies of commercial contracts within business directed over internet. Online Contract is modeled for the sale, purchase and supply of products and services to both consumers and business associates.

The Indian Contract Act, 1872 gives a lawful status to the common contractual rule. A valid contract is formed by free consent of competent parties for a lawful object and consideration.

This Act does not prescribe any specific provision for communicating offer and acceptance. It may be made in writing or by word of mouth or inferred from the conduct of the parties and the circumstances.

Express contract is said to be expressed and entered into by words spoken or written where the offer and acceptance are expressly agreed upon at the time of formation of the contract.

When the contract is inferred from the conduct of the parties, a contract is said to be implied. Such contract comes into existence on account of conduct or act of the parties.

The Information Technology Act, 2000 has made certain provisions for the validity and the formation of online contracts but no specific legislation has been incorporated for the validity of online contracts in India. Even if no specific provision is made for the validity of online contracts, it cannot be challenged based on technical grounds.

There are few processes available for forming an electronic contract such as e-mail by which offers and acceptances can be exchanged. An online contract can be formed by completing the website form provided for availing good or services offered by the seller in the website for example air tickets.

The person who intends to avail the good or services offered in the website can place an order on the website by filling the concerned form and communicating such. The goods offered can be delivered directly through electronic means for eg. E-Tickets or may be later for e.g. clothes.

Another process available for the formation of an online contract is through online agreements by clicking on the button that says 'I Accept' while connecting to a software and by clicking on 'I Agree' button while signing up for an e-mail account.

Online contract is formed through new modes of communication such as e-mail, internet, fax and telephone. The requirement of essential element such as offer and acceptance in online contract formation is as much essential as it is for the formation of paper based traditional contract.

Contract formation over websites is quite different from the earlier ways of contract formation. Online contract formation mainly raises issues in relation to the applicability of the offer and acceptance rule.



- It is the website which acts as the retailer and responds as per the consumer's action. When a consumer is interested in downloading songs, videos or movies from a retailer website in lieu of payment, the consumer will have to agree to the standard terms of the retailer's website by clicking the particular option button.
- Once the terms are agreed by the consumer and the acceptance is expressed, it is the responsibility of the website to deliver the service to the consumer.
- And lastly, on making the appropriate payment, the contract is completed between the consumer and the retailer's website for the particular transaction.

Syllabus Topic : Terms and Conditions of Contracts

3.5 Terms and Conditions of Contracts

Q. 3.5.1 Explain the terms and conditions of Contracts. (Ref. Sec. 3.5)

(10 Marks)

- The Indian Contract Act 1872 says that the parties must only ensure that the terms and conditions are not void.
- Agreement declared void under the act as per Section 23, and Section 26-30 of Indian Contract Act are summarized as follow :
 - o The consideration or object of an agreement is unlawful, An agreement is unlawful if .
 1. It is forbidden by law;
 2. It is of such a nature that, if permitted, it would defeat the provisions of any law; or is fraudulent;
 3. Involves or implies, injury to the person or property of another; or the Court regards it as immoral, or opposed to public policy.
 - o Every agreement in restraint of the marriage of any person, other than a minor, is void.
 - o Agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.
 - o Agreement
 - 1. By which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights; or

2. Which extinguishes the rights of any party thereto, or discharges any party thereto, from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights, is void to that extent.

Agreements, the meaning of which is not certain, or capable of being made certain, are void.

Agreements by way of wager are void.

Except the aforesaid agreements the parties can have the terms and conditions on which they can negotiate with each other. It helps the parties to stipulate the terms and conditions according to the needs of transaction. Let us see the terms and conditions related to e-commerce :

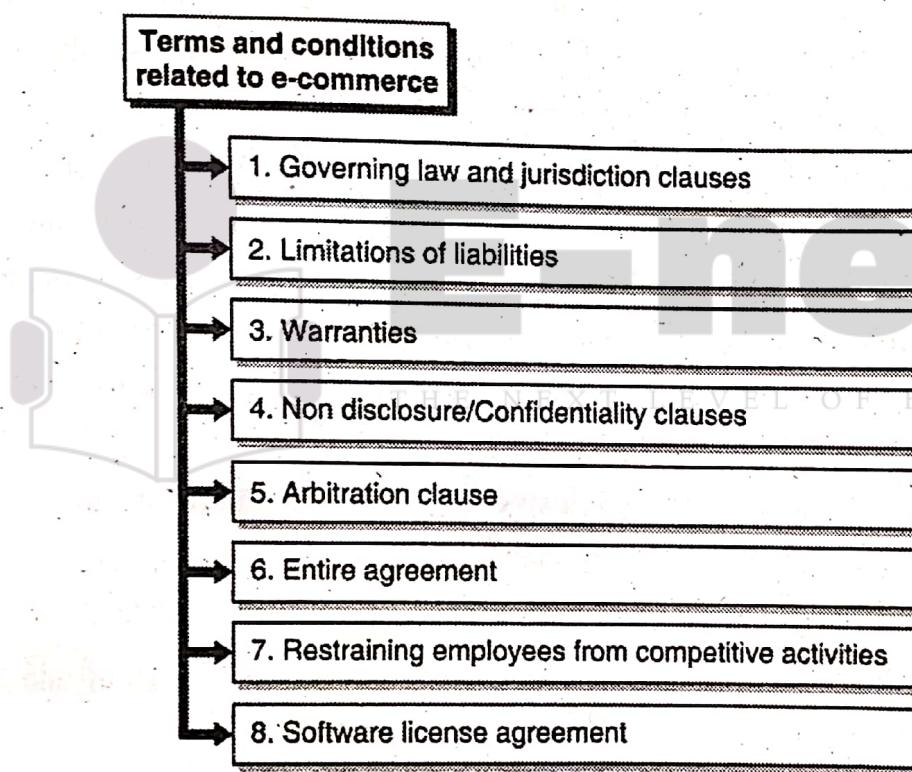


Fig. 3.5.1 : Terms and Conditions related to e-commerce

→ 1. **Governing law and jurisdiction clauses**

→ **Governing law clause**

A governing law clause may be used to specify the legal rules that will govern a contract (e.g. Indian law, English law or South African law). This has an impact upon the way in which the contract will be interpreted and the legality or enforceability of the provisions of the contract. An example of a simple governing law clause is this :

- This agreement shall be governed by and construed in accordance with law.
- In most if not all jurisdictions, the courts will sometimes intervene in a contract to apply their own laws, notwithstanding a governing law clause. For example, the courts may apply their own consumer protection or competition law.
- The interaction of governing law clauses with the rules of private international law (conflict of laws) can be complex.
- The idea of governing law is related to, but distinct from, the idea of contractual jurisdiction. Contractual jurisdiction clauses specify the courts that (the parties want to) have the right to adjudicate disputes relating to the contract.

Jurisdiction clause

- By the use of a jurisdiction clause or forum clause, the parties to a contract elect which courts will have the right to adjudicate disputes under the contract. For example, the courts of Delhi or the courts of Mumbai.
- A clause may purport to grant jurisdictional rights to the courts of more than one jurisdiction. Jurisdiction is commonly granted on an exclusive basis (meaning that no other courts except those specified should be able to adjudicate disputes) or a non-exclusive basis (meaning that other courts may have the right to adjudicate disputes, in addition to the named courts). An example of a straightforward exclusive jurisdiction clause is set out below.
- The courts of will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this agreement.

An example non-exclusive clause is :

- The courts of will have non-exclusive jurisdiction to adjudicate any dispute arising under or in connection with this agreement.
- As with governing law clauses, there may be a complex interaction between jurisdiction clauses and private international law (conflict of laws) and - this should go without saying the parties to a contract will not always get what they wish for.

2. Limitations of liabilities

- A limitation of liability clause is a provision in a contract that limits the amount of exposure a company faces in the event a lawsuit is filed or another claim is made. If found to be enforceable, a limitation of liability clause can "cap" the amount of potential damages to which a company is exposed.

- The limit may apply to all claims arising during the course of the contract, or it may apply only to certain types of causes of action. Limitation of liability clauses typically limit the liability to one of the following amounts :
 - (i) The compensation and fees paid under the contract
 - (ii) An agreed upon amount of money.
 - (iii) Available insurance coverage.
 - (iv) A combination of two or more of the above.

→ 3. Warranties

- **Warranty** means a guarantee or promise. It provides assurance by one party to the other party that specific facts or conditions are true or will happen.
- This factual guarantee may be enforced regardless of materiality which allows for a legal remedy if that promise is not true or followed.
- Although a warranty is in its simplest form an element of a contract, some warranties run with a product so that a manufacturer makes the warranty to a consumer with which the manufacturer has no direct contractual relationship.
- A warranty may be express depending on whether the warranty is explicitly provided (typically written) and the jurisdiction. Warranties may also state that a particular fact is true at one point in time or that the fact will continue into the future (a "continuing warranty").

→ 4. Non disclosure/Confidentiality clauses

- Non disclosure is a legal contract between two parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties. The most common forms of these are in doctor-patient confidentiality.
- It is a contract through which the parties agree not to disclose information covered by the agreement. An NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.
- As such, an NDA protects non-public business information. Like all contracts, they cannot be enforced if the contracted activities are felonies.
- NDAs are commonly signed when two companies, individuals, or other entities (such as partnerships, societies, etc.) are considering doing business and need to understand the processes used in each other's business for the purpose of evaluating the potential business relationship. NDAs can be "mutual", meaning both parties are restricted in

their use of the materials provided, or they can restrict the use of material by a single party.

- It is also possible for an employee to sign an NDA or NDA-like agreement with an employer.
- In fact, some employment agreements will include a clause restricting employees' use and dissemination of company-owned confidential information. In legal disputes resolved by settlement, the parties often sign a confidentiality agreement relating to the terms of the settlement.

→ 5. Arbitration clause

- An arbitration clause is a section of a contract that deals with the parties' rights and options in the event of a legal dispute over the contract.
- In most arbitration clauses, the parties agree not to sue each other, and instead will resolve their disputes through arbitration.
- Arbitration is a process that allows a third-party arbitrator to help with discussions between the parties.
- Rather than sue each other, the parties will need to work out their differences during these arbitration sessions and reach a mutual agreement about how the problem is to be resolved.
- This might result in remedies similar to what a court might issue, such as a settlement payment. The difference is that arbitration is much more flexible and informal, and allows the parties to discuss the remedies on their own terms.

→ 6. Entire agreement

- The purpose of an entire agreement clause is to define the material embodiment of a contract. For example, the following clause specifies that the document containing the clause (referred to using the term "Agreement" which would be defined elsewhere) is the "entire agreement" and overrides any other documents, such as previous drafts, which may have covered the same subject matter:

This Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

- Entire agreement clauses may have the effect of excluding or limiting liabilities in a way that is impermissible under applicable law. In these circumstances, the entire agreement clauses may be made subject to an appropriate caveat.

Example :

"Nothing in this Agreement will limit or exclude any liability in any way that is not permitted by applicable law. Subject to this..."

→ 7. Restraining employees from competitive activities,

- Many employees are working in software and dotcom industry and given the fact that intellectual property is an invaluable asset.
- There is a need of drafting the employee contracts carefully.
- The Copyright Act, 1957 states that in the absence of an agreement to the contrary the employee shall be the first owner of the copyright in the work developed by the employee in the course of employment. So, in the employment contract it is stated that the employer is the owner of the copyright in such work.
- Non disclosure clause also important in employment contract in the IT industry. It has been observed that many employment contracts contain a clause where by the employee is prohibited from engaging in the activities which compared with those of the employer.

→ 8. Software license agreement

- A software license agreement is the legal contract between the licensor and/or author and the purchaser of a piece of software which establishes the purchaser's rights.
- A software license agreement details how and when the software can be used, and provides any restrictions that are imposed on the software.
- A software license agreement also defines and protects the rights of the parties involved in a clear and concise manner. Most of software license agreements are in digital form and are not presented to the purchaser until the purchase is complete.

3.6 Exam Pack (Review Questions)

☛ Syllabus Topic : Contracts in the Infotech World

- Q. 1** What are the different types of e-commerce transactions? (Refer Section 3.1) (5 Marks)
- Q. 2** Write short note on contracts in the InfoTech world. (Refer Section 3.1) (5 Marks)



☛ **Syllabus Topic : Click-Wrap and Shrink-Wrap Contract : Status Under The Indian Contract Act, 1872**

- Q. 3 Explain the terms originator and addressee. (Refer Section 3.2) (5 Marks)
- Q. 4 What are the elements of E-contract ? (Refer Section 3.2.1) (5 Marks)
- Q. 5 Explain click and wrap contracts. (Refer Section 3.2.2) (5 Marks)
- Q. 6 Explain shrink and wrap contracts. (Refer Section 3.2.3) (5 Marks)
- Q. 7 What is the difference between click and wrap and shrink and wrap contracts ? (Refer Section 3.2.4) (5 Marks)

☛ **Syllabus Topic : Contract Formation Under The Indian Contract Act, 1872**

- Q. 8 Explain Contract Formation Under the Indian Contract Act, 1872. (Refer Section 3.3) (5 Marks)
- ☛ **Syllabus Topic : Contract Formation on The Internet** (5 Marks)
- Q. 9 Explain Contract Formation on the Internet. (Refer Section 3.4) (5 Marks)
- ☛ **Syllabus Topic : Terms and Conditions of Contracts** (10 Marks)
- Q. 10 Explain the Terms and Conditions of Contracts. (Refer Section 3.5)

Chapter Ends...

