

The Value Orientation of Electronic Commerce Law Based on Computer Network

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Abstract. In the era of legal globalization, e-commerce platform increasingly mature environment, in order to better meet the practical requirements of e-commerce activities, in the process of e-commerce legislation, practice, should always adhere to the value orientation of fair and equitable legal benefits, and by respecting the existing legal framework, integrate the operation and development environment of computer networks, and formulate e-commerce law in line with the modern e-commerce environment, effectively safeguard the order of e-commerce activities. Based on the analysis of the current situation of e-commerce practice and the legislation of e-commerce law, this paper puts forward the value orientation and practical suggestions of e-commerce law based on computer network.

Keywords: Computer network, Carrier, Electronic commerce law, Value orientation

It is two completely different concepts whether the business operator of the electronic commerce platform should register and register according to law and whether the enterprise of the electronic commerce platform should pay taxes according to law. E-commerce platform business operators must register, because this is the establishment of a unified market requirements. Advocate short-term implementation of e-commerce platform business operators tax-free treatment. This is an important Macroeconomic regulation and control to promote the development of e-commerce in China, and is also the most effective means to improve the competitiveness of China's e-commerce platform enterprise operators.

1 CURRENT SITUATION OF ELECTRONIC COMMERCE LEGISLATION IN CHINA

As a developing country, China, studying the development process and characteristics of international e-commerce legislation is of great importance to mastering the development trend of international e-commerce legislation, and thus to promoting domestic e-commerce legislation in China, it is of great significance for China to take an active part in international e-commerce legislation and prevent big countries from controlling e-commerce legislation. In preparing the model law, uncitral had taken into account the many provisions of existing national laws on traditional forms of trade and had recommended that electronic commerce be accorded the same legal status and effect as traditional commerce.

The first issue that arises when an electronic contract is put into writing is the validity and value of an electronic signature. The term electronic signature is proposed by the international legislation as opposed to the written signature. The form of electronic signature is completed through computer network, with the help of data information, it can be digital or symbol, and there is no internal relationship with handwritten signature. However, China's "contract law" still avoids the problem of electronic signature and proposes another solution, that is to sign a confirmation certificate, but this is actually signed by the signatory through Data Information Exchange, however, it is still not possible to circumvent

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the issue of the need for an identifiable electronic signature. The requirement of formation of the contract at the time the confirmation is signed does not enable the electronic contract to fulfil the requirements of the certification of the signatory, and is regulated by the written form, electronic contracts can not be free from the legal requirement of handwritten signatures.

The second issue that arises when electronic contracts are put in writing is the value and validity of the evidence of electronic contracts. Electronic evidence is the invisible data information stored in the computer. Whether it can be accepted as evidence by the court in litigation is not stipulated in China's contract law, but according to the traditional trade law and the written evidence form evidence request, the answer is no. Because the current evidence law of China stipulates that evidence in written form must be tangible written documents (including contracts and documents) and must be original, for example, article 78 of the Supreme Court's opinion on certain questions of application provides that the evidentiary material shall be a photocopy and shall not be used as a basis for finding the facts in the proceedings; The Supreme People's Court also stipulates that the documentary evidence collected shall be the original and the physical evidence collected shall be the original. While electronic evidence is stored on magnetic media, the computer prints it out in a paper form that is not the original but only a copy. But in the electronic commerce transaction, the electronic data is stored in the computer, generally it is difficult to have other evidence besides the electronic evidence to support the reliability of the electronic evidence.

The third issue arising from the attribution of electronic contracts to written form is electronic authentication and its authentication criteria, that is, who authenticates and the technical criteria on which it is based. There are no legal provisions on electronic evidence and electronic signatures in China's national legislation, and the criteria and basis for a judge's certification can only be those stipulated in traditional trade laws, however, if the traditional law can not fully apply the new trade mode of electronic commerce, the judge's discretion may be extended without limit. Judges in different parts of the country may thus find the same evidence quite differently. Many scholars talk about the problem of electronic evidence finally have to come down to the maximum justice of the judge. However, in the absence of a legal yardstick, the judge's impartiality can only be the wishful thinking of the parties.

Before the promulgation and implementation of the e-commerce law, there are many disputes in the academic circle about the establishment and effectiveness of the online shopping contract. For example: some merchants in the e-commerce platform for discount promotion, in the consumer after the unilateral cancellation, or to mark the wrong reasons to refuse to provide goods, resulting in the online shopping contract disputes. Some courts have held that goods on which e-commerce operators display detailed information such as prices, specifications and modes of transport on the platform are "invitations to offer", while the behavior of consumers placing orders on the platform belongs to "offer", some courts hold that the display of commodity information by e-commerce operators already belongs to offer, and the placing of orders by consumers belongs to "Promise", once the order is made, the contract is established and the operator shall perform it in accordance with the agreement.

2 THE CONNOTATION AND SIGNIFICANCE OF THE VALUE ORIENTATION OF ELECTRONIC COMMERCE LAW BASED ON COMPUTER NETWORK

If the e-commerce law does not resolve the issue of the registration of business operators of e-commerce platforms, and still allows the business operators of China's e-commerce platform enterprises to engage in business activities without registration, then, there will inevitably be business chaos, damage to the interests of consumers will continue to occur. With regard to the registration of business operators of e-commerce platforms, the e-commerce law must strengthen the responsibility of enterprises of e-commerce platforms and require all enterprises of e-commerce platforms to go through

the registration procedures of business operators, and the relevant registration information will be timely transmitted to the national market competent departments, in order to China's e-commerce platform enterprise operators to implement effective management.

The disputes over the revision of the electronic commerce law are mainly reflected in the following aspects: firstly, whether the electronic commerce law should strengthen the legal responsibility of the enterprises in the electronic commerce platform, whether the enterprises of e-commerce platform should bear the legal liability similar to that of leasing counters. As we all know, China's consumer protection law clearly stipulates that the rental counter must bear joint and several liability. There is no essential difference between e-commerce platform enterprises and rental counters in nature, therefore, e-commerce platform enterprises must bear joint and several liability. Only in this way can we ensure that the interests of consumers are not harmed, and can we encourage e-commerce platform enterprises to invest human, material and financial resources, to fundamentally solve the business of China's e-commerce platform to harm the interests of consumers. E-commerce platform enterprises must ensure the authenticity and objectivity of transactions, e-commerce platform enterprise operators must bear responsibility for illegal acts. Some members of the Standing Committee of the National People's Congress believe that there should be a legal norm of "advance payment". This is highly desirable.

Whether the electronic commerce law should establish the market access system, be equal to each other in the circulation of commodities, standardize the legal responsibility of the business operators of the electronic commerce platform, and make clear the registration obligation of the enterprises of the electronic commerce platform. Some scholars believe that if the e-commerce platform business operators implement registration management, then the tax authorities will follow and the e-commerce platform business operators will not be profitable, china's e-commerce development will be seriously hindered. Because of this, they hope that the state legislature will implement special statutory "exemptions" for business operators of e-commerce platforms, who do not need to register and pay taxes, once there is a problem, the enterprise of electronic commerce platform should be investigated for its legal responsibility.

For example, according to Article 14 of the contract law, an "offer" has the following characteristics: first, an "offer" is a declaration of intention, which is a wish to enter into a contract with another person; second, the content of "offer" shall be specified, and the offeror shall be bound by the expression of intention if it is accepted by the offeror. Returning to the information about goods or services published by e-commerce operators, if it contains prices, models of goods or content of services, it should be recognized as "content specific determination", while the order system on e-commerce platforms, in itself, it shows that the e-commerce operator wishes to enter into a contract with the user. At the same time, the order filling and order generating functions of the order system show that the e-commerce operator, when the user submits an order, that is, to be bound by a declaration of will. From the above analysis, it can be seen that the information display of goods or services on most e-commerce platforms is an "offer", not an "invitation to offer". This is the case after the promulgation of the "Electronic Commerce Law", it's a certainty.

3 THE EVOLUTION OF THE VALUE ORIENTATION OF ELECTRONIC COMMERCE LAW BASED ON COMPUTER NETWORK

The draft law on electronic commerce stipulates that operators of electronic commerce shall include those who set up their own websites and those who operate enterprises on electronic commerce platforms, and shall also include operators of electronic commerce other than the above-mentioned two types of operators, by giving full consideration to the suggestions made by the members of the Standing Committee of the National People's Congress, the adjustment scope of

the electronic commerce law will be expanded, thus enabling the electronic commerce law of our country to promote the healthy development of our electronic commerce.

An important application of big data is precision recommendation, that is, through the collection and analysis of user data, through the establishment of Big Data Model, user portrait, targeted to recommend goods and services. The most common phenomenon of accurate recommendations is that different computers open search engines or web pages with different content because the server matches the data and analysis results of each machine based on its previous search history, push different content to users. For example, if you search for the name of a book or for a term such as fashion, you will see a lot of related ads or product priorities being pushed accordingly. If you search for the name of a disease, you may be pushed to a hospital or a drug ad, include the hard advertisement that shows advertisement according to advertisement law, also include the soft advertisement that exists with soft text form. This recommendation who first, is the profit space of the enterprise.

In fact, apart from big data killing, high frequency trading, such cases seem to be legitimate on the surface, but together they create a serious problem of injustice. Some people participate in the "quick-kill" process to seize the ultra-low-priced goods that should be consumers, while others "fleece" and use the process to seize the benefits of promoting enterprises, for example, register to return cash, click to send Hongbao, etc. , the use of technological advantages to the internet company's preferential all preemption, and enterprises can not get real users or achieve promotional purposes.

The law of electronic commerce should not only pay attention to the national conditions, but also be in line with the world. It should abide by the principles of autonomy, safety, openness, technology neutrality and consumer protection. First of all, it is the basic attribute of transaction law to follow the principle of autonomy and allow the parties to make the transaction rules during the period by agreement. Of course, while adhering to the principle of autonomy, due to the virtual nature of e-commerce and the characteristics of the way of transactions, it brings difficulties to the determination of tax jurisdiction, which requires the reform of traditional tax law system. Follow the safety guidelines. Security and confidentiality is the most important point in the practice of trade participants, and it is also the aspect that e-commerce law must first pay attention to. The efficiency and rapidness of e-commerce must be based on the premise of security, not only the technical security measures, but also the legal security norms.

Follow the principles of openness. The globalization of e-commerce requires it to be open to all kinds of networks in different regions in order to promote the globalization of e-commerce. Of course, openness is not just a matter of ignoring the protection of intellectual property rights, but a matter of further strengthening. Follow the technology neutral principle. The new legal framework must be technically neutral and robust. Not only must technology be used to solve problems such as those of electronic signatures, but it must also be possible to use new technologies that emerge over time. Follow the principles of Consumer Protection. It is necessary to establish legal norms that are consistent with international rules based on consumer protection principles, so that consumers have a clear understanding of how a transaction should be conducted and the applicable consumer protection law.

4 CONCLUSION

As the core technology of e-commerce platform, the algorithm effectively realizes the on-line interaction between users and e-commerce, and makes the civil legal action on-line. The production and circulation of data carries the basic elements of e-commerce, it promotes the operators of various electronic commerce platforms to mine and utilize the data and information, and the electronic signature maps the subject's personality into the content of electronic commerce to ensure that the subject's identity is not stolen. The field of digital economy presents the characteristics of algorithmic

trading behavior, data-based production factors, electronic main personality and platform trading environment, we should construct the judicial system from four dimensions of algorithm, data, electronic signature and platform, respect the objective law of technology development, and serve the digital transformation of platform economy.

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