Information technology and electronic commerce are exploding globally. As businesses create new technology and marketplace standards, new issues arise in the electronic economy and challenge the global legal system. Traditional legal questions, such as determining whether a valid contract is formed, are complicated where the e-commerce communication is not only instantaneous across the globe using technology, but the communication itself can be carried out by electronic agents; programs which are neither human beings nor legal persons. Legal questions arise in new areas as companies struggle to authenticate the parties to a contract when those people may never meet or communicate directly with one another.

Further, with the ability to copy and transfer information electronically so easily through the Internet, there are new legal issues surrounding how to protect customer information and privacy. Finally, as technology enables users from across the globe to enter into commerce, there are new challenges in determining how to resolve conflicts that arise from electronic commerce. In her book, Law of Electronic Commercial Transactions: Contemporary issues in the EU, US, and China, Dr. Faye Fangfei Wang takes a practical approach to addressing each

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2 Dr. Faye Fangfei Wang is a Senior Lecturer in Law at Bournemouth University, UK. She holds a PhD in Law from the University of Southhampton, an LLM in Commercial Law from the University of Aberdeen, and an LLB in International Economic Law from the Guangfong University of Foreign Studies in China.
of these areas as she provides a few examples of solutions while contrasting the laws between the US, European Union (EU), and China.

In the first part of her book Dr. Wang focuses on a broad introduction to the regulatory scheme in the US, Europe, and China. She also discusses the business and legal landscape to e-commerce, and also claims to address the legal and technical barriers to e-commerce. The introduction is somewhat misleading because the book focuses on the legal issues and not on the technical barriers to e-commerce as the section title suggests. The introduction and some other sections of the book are also somewhat misleading by the amount of space dedicated to discussing the Uniform Computer Information Transactions Act (UCITA). As a model code originally designed to replace sections of the Uniform Commercial Code (UCC), UCITA has only been adopted in two states. Furthermore, a number of states have passed legislation specifically rejecting components of UCITA. Although Dr. Wang does note that UCITA is not controlling law in the US, the amount of space dedicated to this essentially dead model code is greater than what it should be, and a non-US practitioner may mistakenly believe that UCITA is more than what it is. Overall, the introduction does provide an accessible and broad overview of the controlling e-commerce law in the US, EU, and China.

The second section of the book focuses on electronic contracting in the US, EU, and China and expands on the who, what, when, where, and how of contract formation in the electronic economy. The primary focus of the law is on the international UNCITRAL standards with regard to defining what a contract is, and the author does not expand much on a comparison of international law in the three regions. However, the author quickly transitions into a much more comparative analysis between the US, EU, and China laws when discussing the timing of

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3 See WANG, supra note 1, at 13.  
4 See WANG, supra note 1, at 13. The section is titled, “Technical and Legal Barriers to Online Commerce.” Id.  
5 See WANG, supra note 1, at 29.
offers and acceptances in electronic contracts. The discussion of contract formation and the battle of the forms continue to place an emphasis on the comparative international law and the nuances between the US mailbox rules and Chinese law, which does not have the common law mailbox rule.6 In particular, Dr. Wang focuses on the regional differences in how errors in electronic communications are accounted for in the law and provides a compelling example of how the Microsoft Outlook recall message feature can influence whether and how a contract is formed.7 More concrete examples such as this would help further the author’s points, but unfortunately there are only a few less impactful examples used in subsequent sections.

The third area of focus is online security, including the digital signature and authentication of users.8 The section contains a good example of a digital signature creator platform that helps bring to life some of the technology described in the section. This third section of the book also focuses on (a) the differences between Europe, which has given presumptive validity to certain certifying authority (CA) technologies, and (b) the US and China, which are more technologically agnostic.9 It further expands on the regional legal differences relating to how customer information must be protected in the US, EU, and China.10 For example, the EU has a Directive on Data Protection, and the US and China do not have a comparably comprehensive national data protection law. Dr. Wang focuses on the laws for the regions such as the US Electronic Communications Privacy Act (ECPA) and the European Commission (EC) Directive on Data Protection; however, she does not expand on case law which has developed around digital signatures and authentication.

6 See WANG, supra note 1, at 45
7 See WANG, supra note 1, at 56-60.
8 See WANG, supra note 1, at 77.
9 See WANG, supra note 1, at 97-100.
10 See WANG, supra note 1, at 105-20.
The penultimate section of the book outlines the regulatory structure for electronic commercial dispute resolution in the US, EU, and China.\textsuperscript{11} The book outlines some specific cases from the US and EU when describing the law relating general and specific jurisdiction; however, it does not outline the same breadth of cases when describing the choice of law approaches applied in the three global regions. The book finishes with a well-thoughtout and organized set of eight specific solutions for the areas addressed in the book. These recommendations are aimed at the “modernisation [sic], harmonisation [sic] and facilitation of the law of electronic commercial transactions at the international level.”\textsuperscript{12} Dr. Wang recommends eight specific solutions such as having the acceptance rule prevail over the postal rule, new regulation of international certificate authorities, and standardizing the choice of law and jurisdictional standards across the three regions. These recommendations follow the flow of the previous chapters, and provide a good reminder of what areas of law the earlier portions of the book covered.

\textit{Law of Electronic Commercial Transactions: Contemporary issues in the EU, US, and China} is well organized and provides a clear structure to the topics being covered. The few concise examples aid in emphasizing the points made in the book without detracting from the flow of the topic. The book is more expensive than similar comparative law books of like length available in the US, possibly in part because it is published in England. It also focuses much more on the US UCITA model code more than is necessary, given how few states have adopted the UCITA provisions and how unlikely it is that more states will adopt the code. However, for a practitioner that is unfamiliar and interested in either electronic commerce in general or international electronic commerce specifically, this book is a good resource to highlight the

\begin{footnotesize}
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\item \textsuperscript{11} See \textsc{Wang}, supra note 1, at 125.
\item \textsuperscript{12} See \textsc{Wang}, supra note 1, at 172.
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\end{footnotesize}
issues that exist in the field. It provides a clear checklist of topics and issues that businesses should consider when entering into international electronic commerce. This is a good source book for a casual legal practitioner to start spotting issues concerning the general e-commerce laws that govern the US, EU, and China.