

ELECTRONIC AGENT

Summary: *The present paper provides an overview of the regulation concerning the electronic agent as a pure form of electronic communication for the formation of contracts by electronic means. Due to the nonexistence of regulation on the electronic agent in Europe, in Bosnia and Herzegovina and Croatia, the author provides an overview of the regulation of the USA as a paradigmatic source of law. The difference in the understanding of the regulations in the USA and continental law is analyzed with respect to the manifestation of intent, i.e. the difference in the expression of will and manifestation of intent and their impact on contract formation via an electronic agent. Consideration is also given to the existence of intent and the way intent to conclude a contract is expressed via an electronic agent as well as the need for an objective interpretation of intent, i.e. the manifestation of intent expressed by an electronic agent and this for such person in whose name and for whose account the legal transaction is being performed. The regulations of this area are also considered within the scope of the national Law of Obligations. A minimal change of regulatory framework is suggested in order to ensure legal certainty in the use of the electronic agent in practice.*

Key words: *Electronic agent, concluding of contract, expression of intention for concluding a contract, manifestation of intention, The Uniform Electronic Transactions Act, The Uniform Computer Information Transactions Act, Electronic Signatures in Global and National Commerce Act of the USA.*