

## The impact of customer relationship management antecedents and consumer protection legislation on customer satisfaction: An empirical study on Jordanian firms

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### ABSTRACT

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This quantitative study examined the relationships between privacy, trust and level of service quality, and customer satisfaction. Jordanian firm employees involved in CRM technology were the study samples. Data from 620 completed questionnaires were analyzed utilizing AMOS software version 23. The study hypotheses were tested through Structural Equation Modelling (SEM). The causal relationships among the study's main variables were examined as well. Results showed a positive impact of trust, privacy, and level of service quality on customer satisfaction. Managers and practitioners could pursue this study results in their CRM systems implementation. Additionally, the relations between privacy, trust and level of service quality, and customer satisfaction could be examined further as these relations in CRM systems have not been adequately examined, especially in emergent industries of developing countries.

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## 1. Introduction

Businesses today have gone through radical transformations following the birth of e-commerce. Today, many new companies are founded upon new business models, prospects and processing approaches (Yang & Babapour, 2023; Birtus & Lăzăroiu, 2021). Consequently, the current concern is on how to sustainably support business innovation amidst the varied and complex external environment. In this regard, startups often have to seek for external information to fulfil their needs as startups generally have restricted resources and weak ability to innovate independently. As such, it is important to be able to sustainably access the external information sources and implement correct strategies because all these have an impact on innovation (Mehraj & Qureshi, 2020). The current situation has also resulted in a new form of Customer Relationship Management or CRM as it imparts a new type of competitive advantage.

During COVID-19 pandemic, a large percentage of transactions was executed through online platforms as transactions using this platform were the preferred method. This has led to the popular use of CRM software among both the public and private organizations or sectors (Al-Shammari & AlShowaikh, 2021). Indeed, the use of CRM software has been prevalent among various organizations including digital marketing firms, and among universities and business schools as well. For digital marketing firms, CRM software allows storage of customer records. For schools and universities, the use of CRM software allows the construction of advanced education systems which would be of value in the future. As for the present-day market,

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it is multifaceted, competitive and dynamic, and businesses need to make a lot of efforts to entice new customers while retaining the present ones, or their survival may be impaired. Equally, the available communication channels should be appropriate and well maintained in order to prevent issues. Using CRM, new customers could be identified, and the establishment of appropriate relationship strategies with them can occur next. Krishna and Ravi (2016) accordingly stated two ways to retain customers: meet the financial needs of the customers and prevent the rivals from enticing the customers. The internet-based transactions are increasingly popular, especially in developing countries, and the services obtained from the internet are not the same as those obtained traditionally (face-to-face) (Mang'unyi et al., 2018). During the COVID-19 pandemic, organizations and sectors utilized the CRM software in establishing relationships with the customers.

The economy of Jordan is majorly driven by the financial services sector (Almajali et al., 2022). Additionally, businesses in the traditional service sector remain applicable to both the market and the economy worldwide. In fact, the services provided by these businesses remain in high demand among both businesses and individuals (Milan et al., 2018). Also, firms are integral to contractual services considering that consistent business every so often results in more prolific and profitable clients (Reichheld, 1996). Hence, in developing and promoting these businesses, CRM should be assessed in terms of its contribution, and as explained by Kotler and Keller (2016), marketing initiatives are generally to increase profits of business and foster and maintain strong client connections. CRM has indeed been studied by various scholars, in terms of its effect on certain aspects like customer retention as in Al-Dmour et al. (2019), customer loyalty as in Shastri et al. (2020) and Mang'unyi et al. (2018), customer satisfaction as in Rashwan et al. (2019), and financial profitability as in Cajestan (2018) and Kaur and Kaur (2016). However, the impact imparted by CRM on customer happiness within the context of Jordan during the pandemic of COVID-19 has not been examined, resulting in a study gap which was also highlighted in Almajali et al. (2022).

The current research paper is structured into a review of the literature and hypotheses development, research methodology, analysis, research findings, discussion and conclusions.

## 2. Literature Review

The internet tools are the main factors of CRM success (Harrigan et al., 2008), and CRM is a technological advancement of CRM (Ortega et al., 2008). Many companies and organizations that utilize CRM reported to have higher customer loyalty, more spread-out sales and customer service, more customized relationships, better market awareness, in addition to lower cost of marketing (Harrigan et al., 2011; Ben Letaifa & Perrien, 2007). Using a trust model comprising the factors of people, technology, and policy and legal trust, Shoniregun et al. (2004) concluded from the results, the importance of trust for multinational organizations seeking to effectively utilize CRM. The authors specified that trust increases wholesale purchase and market share, reduces management costs, while also maintaining quality and making the business transactions more reliable. Additionally, Khalifa and Shen (2009) found that CRM success could be effectively understood using the functional approach, better than using the temporal approach. The authors also highlighted the necessity for temporal conception of customer satisfaction.

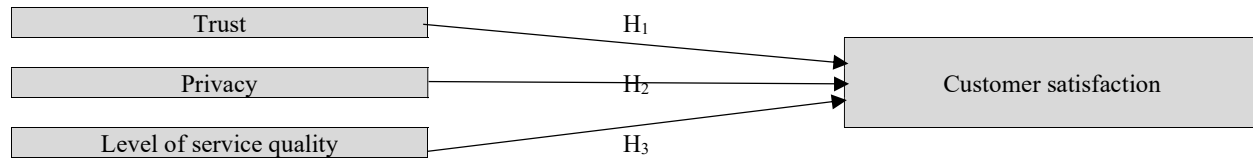
Navimipour and Soltani (2016) applied three factors in examining the effectiveness of CRM namely technology acceptance, employee satisfaction as well as cost. Based on the results, they established that the effect of technology acceptance on an organization's performance is initiated by the competency of the organization in the following aspects: infrastructure, e-learning systems, and ease of use, and that technology acceptance, employee satisfaction, and cost all affected the effectiveness of CRM in positive manner.

In their study involving Jordanian commercial banks operating in the city of Amman Jordan, Al-Dmour et al. (2019) examined the effect of three CRM success factors on business performance. Using an integrated framework, these three factors (system support, process fit, and customer information quality) were examined and results showed that the aforementioned success factors had a positive impact on customer trust, customer satisfaction, and customer retention, and that customer satisfaction and customer trust positively impacted customer retention. Positive impact of customer loyalty, customer trust and customer happiness on financial performance was also concluded in this study.

Noting the fairly scarce studies on CRM, this topic should be investigated more and in more depth. In this study, a research framework was proposed, and the framework was employed to analyze the variables with strong impact on the effectiveness of CRM systems.

## 3. Research Model and Hypotheses Development

The new research model developed in this study is as presented in Figure 1, and the model accordingly explores the factors that lead to CRM satisfaction. The relationships of components in the framework were tested using eight hypotheses as detailed in this section, alongside their related past findings. In this study, past related findings were used to determine the effective factors of CRM satisfaction. Taking into account the past findings, the current study examined the following variables: customer satisfaction, trust, level of service quality, and privacy. The variables are accordingly addressed in this section.



**Fig. 1.** Research Model

### *Trust*

Trust has been reported as an important element in business-customer relationship development (Mahmoud et al., 2018), particularly concerning those high-quality relationships (Lytle, 1995). For CRM, online trust is an important aspect – this notion has been noted among scholars of computer interaction and inventors of e-commerce (Hwang, 2009). For long-term relationship formation, trust can be the guarantee between the involved parties (Darajeh & Tahajod, 2010). Hence:

**H<sub>1</sub>:** *Trust influences customer satisfaction, positively.*

### *Privacy*

Online transactions require secure site and protection of customer information (Kundu & Datta, 2015), and assurance of privacy means that all the involved data during user interaction with the online system are protected even without the knowledge of user (Kassim & Asiah Abdullah, 2010). Kassim and Asiah Abdullah (2010) relevantly indicated the potential impact of online system privacy on system usage, while Park and Kim (2003) reported privacy as a major factor that retains current customer and entices new ones in online business transactions. Clearly, privacy has become a critical factor (Eid, 2011), and thus, it can be proposed that:

**H<sub>2</sub>:** *Privacy influences customer satisfaction, positively.*

### *Level of Service Quality*

It is during a business transaction that the customer will decide whether to repeat or stop doing the business again in the future, and this decision is impacted by the quality that the business firm provides to the customer (Hopkins & Potcovaru, 2021). Hence, customers would abandon the exchange relationship when the services provided are perceived as of poor quality because in the mind of the customers, the relationship is one-sided (Huppertz et al., 1978). Service quality comprises an overall judgment of customer towards a given service and such judgment will affect purchase intentions and satisfaction of customer and firm performance (Jaiyeoba et al., 2018; Zeithaml et al., 1996). Service quality therefore has effect on customer satisfaction. In a related study, Rust and Zahorik (1993) indicated that improvement of perceived quality will increase customer satisfaction and loyalty. In other words, service quality can be perceived as a precondition for the constructs of customer satisfaction, and consequently, customer loyalty. The aforementioned discoveries led to the formation of the following hypothesis:

**H<sub>3</sub>:** *The level of service quality influences customer satisfaction.*

## **4. Methodology**

This study referred to Habes et al. (2019) and Ali (2018) in terms of methodology. face-to-face meeting and interaction with the respondents were possible. Hence, data were obtained through questionnaire which was distributed through offline mode to local university instructors from Jordan. The data collection and processing, sampling, and limitations on the sample design are elaborated in the following section.

### *Population and Sampling*

University instructors made up the study population. In obtaining the study samples, convenient sampling method was employed. The choice of this sampling method was factored by restrictions. As explained by Sekaran and Bougie (2016), convenient sampling method involves the use of basic screening criteria. A sample of 50 respondents (n = 620) from Jordan were used in this study. Questionnaire was used as the data gathering instrument. Items in the questionnaire cover the constructs of customer satisfaction, trust, privacy, in addition to the construct of level of service quality. The items covering the study variables were all presented with five-point Likert scales, from the scale of 1 to show “Strongly Disagree” to the scale of 5 to show “Strongly Agree.” Items that represent the variable of trust were based on (Aniba et al., 2011); items that represent the variable of privacy were based on (Aniba et al., 2011); items that represent the variable of level of service quality was based on (Parasuraman et al., 2005); and items that represent the variable of customer satisfaction were based on (Amin & Isa, 2008).

**Table 1**

Characteristics of respondents (N = 620)

Characteristics	Number	Percentage
Gender		
Male	550	0.89
Female	70	0.11
Level of experience		
1–7 years	220	0.35
8–10 years	230	0.37
11–20 years	170	0.28

## 5. Data Analysis and Result

### *Structure Reliability Assessment*

Reliability of correlation of each measure is determined using Cronbach' Alpha before SEM analysis could be carried out. The values of Cronbach's Alpha need to be at a certain level as proposed by scholars, like Hair et al. (2006) for instance, in order that reliability could be affirmed. For instance, Hair et al. (2006) mentioned that the values of Cronbach's Alpha should be between 0.60 and 0.70 to denote reliability. Table 2 accordingly displays the obtained values of Cronbach's Alpha, and they were between 0.77 and 0.92, demonstrating satisfactory reliability of all research constructs.

**Table 2**

Reliabilities of the scales (N = 620)

Constructs	Number of items	Indicators	Cronbach's alpha
Trust	4	T1-T4	0.88
Privacy	4	P1-P4	0.92
Level of service quality	4	Q1-Q4	0.80
Customer satisfaction	4	CS1-CS4	0.77

For the constructs' compound reliability, it was affirmed as Table 3 shows that the obtained values were between 0.73 and 0.91 which are greater in comparison to the cut-off value of 0.60.

**Table 3**

Reliability and factor loadings

Construct	Factor loading	Composite reliability
Trust		0.91
T1	0.61	
T2	0.81	
T3	0.74	
T4	0.69	
Privacy		0.73
P1	0.80	
P2	0.67	
P3	0.83	
P4	0.87	
Level of service quality		0.77
Q1	0.71	
Q2	0.89	
Q3	0.70	
Q4	0.75	
Customer satisfaction		0.81
CS1	0.60	
CS2	0.71	
CS3	0.80	
CS4	0.91	

### *Assessing the Validity of the Constructs*

Test of convergent validity is carried out to the measurement model to ascertain if the indicators within a particular scale load together on a single construct. Meanwhile, a test of discriminant validity is carried out to ascertain if the items designed to measure certain constructs are really evaluating the said constructs.

### *Convergent Validity*

Convergence is validated through the weights of standard regression. Schwab (1980) indicated that high standard regression weights denote convergence. Scholars stated that the level of load factor represents the strength level of the measured scales in representing the combinations, whereby higher load factor means stronger representation of the measured scales to the combinations (Hair et al., 2014). Table 4 displays the standard regression weights of the indicators used in the research.

**Table 4**  
AVE and square of correlations between constructs

	T	P	Q	CS
T	0.71			
P	0.111	0.82		
Q	0.222	0.231	0.73	
CS	0.412	0.119	0.131	0.70

As shown, several indicators show a load of lower than 0.50 toward the underlying variables – the recommended load value is 0.50, as recommended by Newkirk and Lederer (2006). The elements with load value of lower than the recommended load value of 0.50 were removed.

#### *Discriminant Validity*

Discriminant validity in the measurement model is measurable by examining the extracted mean co-contrast (AVE) by latent combinations. Here, discriminant validity exists if AVE for each construct is larger in comparison to the square link between that particular construct and any other structures (Fornell & Larcker, 1981). Table 5 accordingly displays the mean variance extracted from a latent structure based on Fornell and Larcker (1981), and the values obtained were between 0.67 and 0.81.

**Table 5**  
Fit indices for both the measurement model and the structural model

Quality of fit measure	Recommended value	Measurement model	Structural model
$\chi^2/df$	2 to 5	1.9	2.9
AGFI	0.80 to 0.90	0.77	0.81
CFI	0.80 to 0.90	0.83	0.89
TLI	0.80 to 0.90	0.71	0.85
IFI	0.80 to 0.90	0.84	0.90
NFI	0.80 to 0.90	0.69	0.83
RMSEA	0.05 to 0.08	0.78	0.86

This means that all combinations explained at least 50% of the variance - AVE must be at least 0.50 per build. Table 4 accordingly shows AVE values higher than the square associations for each group of structures, affirming discriminant validity. For this reason, measures significantly differentiated structures. Discriminant validity is also ascertainable by looking at the connections between search structures, particularly by determining the correlation size between them, whereby correlations that are very large denote the presence of discriminant validity issue to the models.

#### *Assessment of Measurement Model*

A statistical effect on the model's aptness for the dataset was generated using the maximum probability (ML) estimate. This measure is suitable for SEM, because, first, it is a commonly utilized estimation method for small sample sizes (100-200 samples). Also, ML can be simultaneously applied in the estimation of all model parameters. Additionally, for the model to be judged as acceptable, the  $\chi^2 / df$  ratio as an indicator needs three values or less, with a smaller percentage value signifying better fit. However, James et al. (1982) proposed a ratio between 2 and 5. For AGFI, NFI, IFI, TLI, and CFI, their obtained values were between 0.80 and 0.90, and so, they were acceptable. RMSEA value takes into consideration the model's goodness-of-fit with the proposed cut-off value between 0.05 and 0.08 according to Hair (2014). Results displayed in Table 5 show that the measurement model fits the obtained data.

## 6. Hypotheses Testing and Result of the Study

Interesting results were achieved in this study. Table 6 shows that four hypotheses were supported, and these hypotheses were related to the study aims. The C.R. estimates for all parameters can be viewed in Table 6 and it shows significant positive and direct impact of perceived trust on customer satisfaction ( $P = 0.03$ ), signifying support to H1. Significant positive impact of privacy on customer satisfaction was also affirmed ( $P = 0.04$ ), demonstrating support to H2. H3 was also supported as results were showing a positive significant impact level of service quality on customer satisfaction ( $P = 0.01$ ).

**Table 6**  
Summary of proposed results for the theoretical model

Research proposed paths	t-value (CR)	Coefficient value (std. estim)	P-value	Results
T $\Rightarrow$ CS	3.11	1.22	0.03	Supported
P $\Rightarrow$ CS	4.111	3.111	0.04	Supported
Q $\Rightarrow$ CS	2.227	1.33	0.01	Supported

(\*\*\* $P \leq 0.005$ , \*\* $P \leq 0.01$ , \* $P \leq 0.05$ ). Notes: Path = Relationship between independent variable on dependent variable; C.R = Critical ration; S.E = Standard error; P = Level of significance.

### *6.1 Legislative Framework for Regulating Consumer Protection*

Over the past two decades, major changes have been made to trade regulations across the Arab region to meet the need for stronger and more competitive markets and thus accelerate economic growth. The paths of change have varied according to national contexts and priorities. For example, the Gulf Cooperation Council countries prioritize economic diversification. Middle-income countries focus mostly on attracting foreign direct investment, while least developed countries seek to stimulate economic growth.

In the same context, regular reforms of trade laws are essential to ensure sustainable markets, enhance economic competitiveness, create jobs, and facilitate trade. Robust laws and their effective implementation play a crucial role in advancing the Sustainable Development Goals, whether by promoting social justice or advocating for responsible consumption. In recognition of this role, the United Nations Economic and Social Commission for Western Asia (ESCWA) has paid special attention to economic and trade governance in the Arab region (Almajali et al., 2023).

In 2015, a study entitled “Competition and Regulation in the Arab Region” was published, addressing the growing concerns about market structure and regulatory aspects in the region. The first Arab Competition Forum, held in Beirut in January 2021, focused on the efforts required in several areas: competition laws, consumer protection, public procurement, anti-corruption, and foreign direct investment. To fill these gaps, ESCWA launched the 2021 Arab Business Environment Legislative Frameworks Report, which provided a comprehensive assessment of laws related to competition, consumer protection, anti-corruption, and foreign direct investment.

Besides, the assessment indicators were based on international standards to cover various components, such as the availability of legislation and clarity of definitions, effective institutional enforcement and implementation of legislative provisions, transparency factors, and the signing of international trade agreements. The aim of this collection is to provide regional policymakers and researchers with references that can be used to drive law reform and effective enforcement. Given the previous report, ESCWA conducted a new assessment of the legislative frameworks of the business environment in Arab countries, including amendments and new legislation adopted in response to the COVID-19 pandemic (Almajali et al., 2024).

Of note, the updated assessment introduced the topic of corporate law to identify regulatory strengths and gaps in this area and included significant amendments to the four main themes: competition, foreign direct investment, anti-corruption, and consumer protection. The amendments consider the urgent need for strong legislation addressing consumer protection in the digital marketplace, an issue that has gained significant importance in the wake of the COVID-19 pandemic. The methodology for assessing FDI has also changed significantly in terms of its components and indicators. The updated methodology covers not only the initial entry of FDI, but also FDI operations, repatriation of profits and foreign exchange regulations.

Thoroughly, this report demonstrates that the five assessment areas are closely interconnected, although each plays a unique role in shaping the business environment. For example, competition laws help regulate markets and foster a culture of innovation. Consumer protection mechanisms build trust and ensure market integrity. Foreign direct investment rules act as a gatekeeper for international capital, which influences a country’s economic pulse. Anti-corruption initiatives contribute to responsible governance and are of critical importance to local and international stakeholders. Moreover, corporate laws provide the structural guidelines that govern business operations, ensuring that companies are held accountable for breaches of these rules and maintaining market stability (Abbas & Magableh, 2021).

#### *Consumer Protection in Jordanian Law: Concept and Guarantees*

Since the consumer is the weak party in the contract, especially in contracts of adhesion in which there are many arbitrary conditions that are arbitrary to the consumer's rights, and the consumer seeks to obtain what satisfies his basic needs of goods and services, the legislator had to extend protection to the consumer by providing him with guarantees that ensure his protection. The consumer protection will be explained in the following sections within the scope of Jordanian legislation and laws (Al-Sayed, 2022).

#### *Concept of Consumer*

The Jordanian legislator issued a special law related to consumer protection. According to the text of Article (2) of the Jordanian Consumer Protection Law of 2017, the consumer is defined as “A natural or legal person who obtains a commodity or service for a fee or without a fee to satisfy his personal needs or the needs of others. This does not include those who purchase the commodity or service for resale or rental”. Some jurisprudence defines the consumer as “any person who participates in a contract with the aim of satisfying his personal or family needs, whether the contract is for the purpose of consuming or using money or a service (Al-Shdeifat, 2010). Thus, it is clear from the previous definitions that the consumer is “anyone who obtains a commodity or service with the aim of satisfying his personal or family needs, whether he is a natural or legal person”.

#### *Consumer Protection Guarantees During Contracting*

The contract between the supplier and the consumer goes through a stage preceding the conclusion of the contract and a stage following the conclusion of the contract, where the Jordanian legislator has guaranteed consumer protection guarantees in both stages (Al-Momani, 2018). These guarantees are explained in the following points:

#### *Consumer Protection Guarantees Before Contracting*

The stage prior to concluding the contract is a stage of negotiations between the supplier and the consumer in order to obtain free, conscious and informed consent to the terms of the contract and the obligations arising from it. Therefore, the Jordanian legislator has guaranteed the consumer the right to obtain sufficient information about the goods and services provided to him by the supplier to ensure the issuance of free, conscious and informed consent from him. Accordingly, Article (3) of the Jordanian Consumer Protection Law stipulates guarantees that ensure the consumer's protection before contracting, stating:

A. The consumer has the right to:

1. Obtaining goods or services that achieve their purpose without causing any harm to his interests or health when using these goods or services normally or expected.
2. Acquiring clear and complete information about the goods or services he is purchasing and the terms of sale for them.
3. Getting complete and clear information before completing the purchase process about the obligations he owes to the supplier and the rights of the supplier towards the consumer.
4. Selecting the goods or services he wishes to purchase without unjustified pressure or restriction.
5. Gaining proof of his purchase of the goods or services and the basic details of the purchase process.
6. Filing lawsuits for anything that would violate, harm or restrict his rights, including demanding fair compensation for the damages he suffers as a result.
7. Obtaining complete and correct information about the supplier and his address.

Also, the supplier is prohibited from doing any act or refraining from doing anything that would lead to a breach of any of the consumer's rights.

#### *Consumer Protection Guarantees After Contracting*

The Jordanian legislator has guaranteed the consumer the right to provide a warranty on the validity of the commodity or service for a certain period after obtaining it from the supplier. It also obligated the supplier to provide maintenance centers and spare parts, whether for a fee or free of charge. Article 5 of the Jordanian Consumer Protection Law also stipulates that: "A. The supplier must provide after-sales services, especially maintenance services and spare parts necessary for the goods or services that require this, or verify that they have been provided, whether for a fee paid by the consumer or free of charge. Also, the duration of the supplier's obligation to provide after-sales services or spare parts for each commodity or service shall be determined by instructions issued by the Minister for this purpose, unless otherwise agreed, where the obligation shall be for a period commensurate with the nature of the commodity or service". The matter is not limited to providing a guarantee to the consumer after obtaining the goods and services, but the legislator has also guaranteed him protection from arbitrary conditions and hidden defects.

#### *Consumer Protection Guarantees from Hidden Defects in the Sale*

The principle is that the supplier is obligated to deliver to the consumer goods or products free of defects except for what is customarily tolerated so that the consumer obtains the intended benefit from these goods and satisfies his basic needs. If the consumer finds a hidden defect that affects the goods he obtained from the supplier, the legislator has guaranteed him protection from this hidden defect and given him the right to return to the supplier with a guarantee. We will explain in the following points:

Conditions of the defect that requires a warranty and the supplier's obligations towards the consumer in the event of a defect in the goods:

#### *Conditions of the Defect that requires a Warranty*

It is assumed that the goods that the supplier provides to the consumer achieve benefit and satisfy his needs. However, there may be a defect in these goods that hinders the realization of benefit and the satisfaction of the basic needs of the consumer. Article 513 of the Jordanian Civil Code stipulates the conditions of the defect that requires a guarantee, stating:

1. If an old defect appears in the sold item, the buyer has the choice of returning it or accepting it at the specified price. He does not have the right to keep it and demand the price reduced by the defect.
2. The defect is considered old if it was present in the sold item before the sale or occurred after it while it was in the seller's possession before delivery.
3. The defect that occurs with the buyer is considered old if it is based on an old cause present in the sold item with the seller.
4. The old defect must be hidden. The hidden defect is that which is not known by observing the appearance of the sold item or is not discerned by the ordinary person or is not discovered by anyone other than an expert or is only revealed by experience".

Article (6/A) of the Jordanian Consumer Protection Law also shows examples of the defect that warrants a warranty, which is in the goods provided by the supplier to the consumer, stating:

"A. The goods or service are considered defective in any of the following cases:

3. Failure to conform to the advertised characteristics or failure to achieve the declared results for the consumer.
4. Failure to achieve the declared levels of performance or quality in the goods or service or the presence of a defect or deficiency in them or their unsuitability for use according to what they were prepared for a period that is appropriate to their nature”.

*Supplier Obligations in Case of Defective Goods and Services*

Article 7 of the Jordanian Consumer Protection Law clarifies the supplier’s obligations if he provides defective goods or services to the consumer, stating:

“A.1. The supplier is obligated, if the goods are defective, to return them and refund their price at the request of the consumer or any other person to whom ownership of the goods has been transferred.

2. If the supplier is unable to return the goods due to a defect appearing after the consumer has consumed them, the supplier is obligated to pay the consumer an amount equal to the value of the damage.

B.2. The supplier is obligated, if the service is defective, to refund its price upon the consumer’s request if the consumer has not received that service or if the supplier can withdraw from providing the service.

2. If the defect in the service appears after the consumer has received it in full, the supplier is obligated to pay the consumer an amount equal to the value of the damage.

C. Despite what is stated in paragraphs (A) and (B) of this article, the supplier, with the consumer’s written consent, may correct the defect that led to the defect in the goods or service”.

Given the previous texts, it is clear that the supplier is obligated, in the event of a defect in the goods or service he provided to the consumer, to do the following:

1. Return the goods or service and refund its price to the consumer if possible.
2. Compensate for the damage if it is not possible to return the goods or service.
3. Repair the defect based on the consumer's request.

*Consumer Protection Guarantees from Arbitrary Conditions*

Arbitrary conditions are defined as conditions imposed by one of the contracting parties on the other due to his economic strength and financial or legal position, such that the two parties to the contract are not equal in rights and obligations (Al-Shdeifat, 2010).

The supplier, with a higher financial position than the consumer, imposes some conditions on him that make the consumer the weaker party in the contract, which results in inequality between them in rights and obligations. This section explains explain what is considered an arbitrary condition in the contract concluded between the consumer and the supplier and the means of protecting the consumer from arbitrary conditions in the following points:

A. Elements of arbitrary conditions

In order for the condition mentioned in the contract to be considered arbitrary towards the consumer, one of the following elements must be present:

1. If the condition is likely to lead to a breach between the rights and obligations of the consumer and the supplier.
2. If the condition is likely to limit the obligations of the supplier stipulated in the law.
3. If the condition is likely to cause the consumer to waive the rights granted to him in the law.
4. If the condition is likely to limit the modification or termination of the contract by the sole will of the supplier.
5. If the condition includes an obligation on the consumer to pay an amount of compensation greater than the amount of damage suffered by the supplier when he fails to implement his contractual obligations.
6. If the condition obliges the consumer to pay an amount of money that is not proportionate to the amount of damage suffered by the supplier when he terminates the contract before the specified period for its termination.
7. If the condition waives the consumer's right to resort to the judiciary or alternative means to resolve disputes that arise between him and the supplier.
8. If the condition exempts the supplier from his obligation to provide after-sales services or secure spare parts, unless the consumer adds this condition in his own handwriting.

Article 22/B of the Jordanian Consumer Protection Law states: “B. Any condition that is considered an arbitrary condition, especially in the event that:

1. Leads to a breach between the rights and obligations of both the supplier and the consumer, contrary to the consumer’s interest.
2. Drops or limits the supplier’s obligations or responsibilities from what is stipulated in this law or any applicable legislation.
3. Includes a waiver by the consumer of any right stipulated for him under this law or any applicable legislation.
4. Includes granting the supplier the right to amend or terminate the contract at his sole will.
5. Includes obligating the consumer, in the event of his failure to implement his obligations, to pay compensation that is not commensurate with the damage suffered by the supplier.
6. Includes obligating the consumer, in the event of his termination of the contract before the end of its term, to pay an amount of money that is not commensurate with the damage suffered by the supplier.
7. The consumer’s right to resort to the judiciary or alternative means of resolving disputes is forfeited in accordance with applicable legislation.
8. The supplier is exempted from his obligation to provide after-sales services or secure spare parts unless this condition is added to the contract in the consumer’s handwriting in a manner that clearly and unambiguously indicates the consumer’s knowledge of its content and his approval of it”.



### B. Legislative protection of the consumer from arbitrary conditions

The Jordanian legislator has stipulated in many articles the protection of the consumer from unfair terms, including Article 21 of the Consumer Protection Law, which states: A. "Any agreement or condition that cancels or restricts the consumer's rights stipulated in this law shall be null and void.

- Any agreement or condition that exempts the supplier from liability for any of his obligations stipulated in this law shall be null and void".

Article (270) of the Jordanian Civil Code states that: "Any condition that provides for exemption from liability resulting from a harmful act shall be null and void".

### C. Judicial protection of the consumer from unfair terms

The Jordanian legislator has granted the court discretionary power to nullify or amend unfair terms of the contract and restore balance between the contracting parties. In the event that a condition is included in the contract that prevents the consumer from resorting to litigation, it is void because this right is related to public order, and it is not permissible to agree to anything that contradicts it. Article (22/A) of the Jordanian Consumer Protection Law stipulates that: "A. Despite what is stated in any other legislation, the court may rule the invalidity of unfair terms included in the contract concluded between the supplier and the consumer or amend them or exempt the consumer from them based on a request from the injured party or the association, and any agreement to the contrary is void". This was also confirmed by (Article 204) of the Jordanian Civil Code, which states: "If the contract was concluded by way of submission and included arbitrary conditions, the court may amend these conditions or exempt the submitting party from them in accordance with what justice dictates, and any agreement to the contrary shall be null and void".

Also, the Jordanian legislator did not suffice with giving the judge discretionary power to amend or cancel the arbitrary conditions included in the contract. Rather, he made the ambiguous phrases included in the contracts of submission interpreted in favor of the submitting party, which is the consumer, whether he is a creditor or a debtor, in violation of the general rules of civil law that stipulate that doubt is interpreted in favor of the debtor. The supplier or professional sets the terms and phrases of the contract that are ambiguous and is aware of them, taking advantage of the ignorance of the submitting or consumer, so these phrases are interpreted in favor of the submitting party. Article (240) of the Jordanian Civil Code states that: "1. Doubt shall be interpreted in the interest of the debtor. 2. However, the interpretation of ambiguous expressions in contracts of adhesion may not be detrimental to the interest of the adhering party".

### *Consumer Protection Guarantees from Fraud in Electronic Contracts*

E-commerce has contributed to the reliance of many consumers on electronic shopping, where the consumer purchases goods and products through the electronic sites on which they are displayed. Despite the benefits that the consumer gets from this, he is exposed to fraud and deception when concluding the electronic contract. Therefore, there must be guarantees that ensure the protection of the consumer from fraud in electronic contracts (Al-Shdeifat, 2010). This section explains the concept of electronic fraud on the consumer, its forms, and its effects on the consumer in the following points:

#### *Concept of Electronic Fraud*

Electronic fraud refers to any illegal act that leads to deceiving the consumer and causing harm to him using electronic community technologies. The concept of fraud includes deceiving the consumer, which means according to the text of Article (143) of the Jordanian Civil Code: "One of the contracting parties deceives the other by fraudulent means, verbal or actual, that leads him to accept what he would not have accepted otherwise".

#### *Forms of Electronic Fraud*

There are many forms of electronic fraud that harm the consumer, including:

Fraud in the physical delivery of goods: This occurs when the seller deceives the consumer through websites that there is a certain commodity with certain specifications and obtains the price of the commodity from him. When the delivery date comes, the consumer discovers that this commodity does not actually exist, and thus cannot receive it from the seller.

#### *Fraud in Electronic Auctions*

It is achieved by deceiving consumers that the goods subject to the auction are an original or have a global brand, contrary to their reality, which is a counterfeit or non-original goods.

#### Means of protecting the consumer from fraud in e-commerce

The consumer can be protected from fraud in the field of e-commerce by several means, including:

##### *Protection from deceptive electronic advertisements*

The Jordanian legislator has emphasized the protection of the consumer from misleading and false advertisements that deceive him into buying goods and cause him many harms by prohibiting the publication of such advertisements and explaining when an advertisement is considered misleading. Article 8/A of the Jordanian Consumer Protection Law states that: "A. It is prohibited to publish any advertisement that misleads the consumer or causes him/her to make a mistake regarding the commodity or service. The advertisement is considered misleading if it includes false, incorrect or incomplete data or information related to the following:

1. The nature of the commodity, its quality, its essential characteristics, or the elements and quantity.
2. The source of the commodity, its weight, size, method of manufacture, expiration date, conditions of use or warnings regarding such use.

3. The type of service or the agreed place to provide it, warnings regarding receiving it or its essential characteristics.
4. The terms of the contract, the total price and the method of payment.
5. The advertiser's obligations.
6. The identity of the service provider and his/her qualifications if they were taken into consideration when contracting”.

#### *Consumer protection and commitment to ensure safety*

The Jordanian legislator emphasized the protection of the consumer from products that harm his health or are of unknown origin by prohibiting the publication of any advertisements related to such goods and products. Article 8/b of the Jordanian Consumer Protection Law stipulates that: “It is prohibited to publish any advertisement for a good or service that is harmful to the health or safety of the consumer or is of unknown origin”.

The role of official agencies and institutions concerned with ensuring consumer protection

Article 15 of the Jordanian Consumer Protection Law stipulates the tasks of consumer protection associations, stating: “In order to achieve its objectives, the association shall do the following:

- Protect the interests of the consumer, educate and raise awareness of his rights and ways to claim them.
- Provide advice and guidance to the consumer.
- Receive and verify complaints and work to eliminate their causes.
- Represent the consumer before official and unofficial bodies regarding consumer complaints against suppliers.
- Study product prices, compare them and their quality, verify the accuracy of their data, and inform the competent authorities of any violations in this regard.
- Provide information to the competent authorities about problems related to consumer rights and interests and submit proposals to solve them”.

Some of the Jordanian Court of Cassation’s rulings related to consumer protection

On the twelfth reason, which is that the Court of Appeal erred in applying and interpreting the law when it did not respond to the first appellant’s plea, as what was stated in clauses (42,37) are arbitrary conditions that violate the text of (Article 22) of the Consumer Protection Law. In other words, this is because any condition that grants the supplier of the commodity or the provider of the commercial service the right to amend or terminate the contract by unilateral will is an arbitrary condition that allows the court to nullify it pursuant to paragraph (a) of (Article 22) of this law.

In this regard, we find that addressing this reason requires interpreting the concept of the commodity or service stipulated in Consumer Protection Law No. (7) of 2017 published on page (2725) of the Official Gazette No. (5455) dated 4/16/2017, where Article (2) thereof stipulates the definition of the commodity as any movable property obtained by the consumer from the supplier, even if it is attached to immovable property, including non-liberated powers such as electricity. The service is a commercial service, whether for a fee or without a fee, provided by any person, including the leasing of movable property (Awad Allah, **2018**).

In the same context, the same article defined the supplier as a natural or legal person from the public or private sector who practices, in his name or on behalf of others, an activity represented by distributing, trading, manufacturing, leasing or providing services to the consumer, including any person who places his name, trademark or any other distinctive mark he owns on the commodity or service. With that, it is understood from this that the commodity or service intended in the concept contained in the Consumer Protection Law is that which is capable of distribution, trading, manufacturing or leasing and bears a trademark or the name of the supplier by virtue of its nature (Bashayrah, **2018**).

In other words, this means that the intended commodity or service in the law is the product, whether related to a commodity or a service. While the banking product stipulated in Article (2) of the Instructions for Dealing with Customers with Justice and Transparency and its amendments No. (56) of 2012 is a credit offer or program that has specific characteristics and conditions that distinguish it from any other offer or program. Accordingly, there is no scope for applying the provisions of Article (22) of the Consumer Protection Law to the subject of this lawsuit, which is the claim for an amount claimed to have been deposited as a result of bank facilities contracts. Accordingly, what the appellants raised for this reason is not valid and must be rejected”. Accordingly, the legislator has also allowed the establishment of consumer protection associations that represent consumers before official bodies and mediate to resolve disputes that arise between them and suppliers, as the legislative purpose of this is to protect the consumer from a group of issues.

## **7. Discussion of Results**

Good customer service could result in customer loyalty and customer satisfaction. This finding has consequently resulted in the scholarly works on customer service activities (Albert et al., 2004; Luo & Seyedian, 2003), focusing on CRM (Chen & Tsou, 2012), specifically on cost saving in marketing, sales generation (Patel & Conklin, 2009), improvement of market awareness (Boulding et al., 2005), intensified customer loyalty, increased personalization, and enhanced customer service. Furthermore, considering that technology essentially involves clients, firms need to employ a correct strategic approach (Harrigan et al., 2012). This study accordingly proposed a theoretical model in ascertaining system success of CRM. Amos 22 structural equation model was used for testing the proposed hypotheses. Self-assessment questionnaire was used to obtain data from employees of Jordanian firms. The employees chosen in this study were those involved in CRM applications.

Significant positive coefficient was demonstrated by the three proposed relations among the built concepts. Hence, the research model can be perceived as plausible.

Results demonstrate the potential effect of trust towards online services on customer satisfaction. Additionally, results show positive linkage between satisfaction and the factors of privacy, trust, and service quality level. Risk-free payments (security assurance, personal information safeguarding, and online privacy) were also found to affect customer satisfaction positively. Positive significant impact of service quality level on customer satisfaction was also demonstrated by the results.

## 8. Conclusions

CRM can be used for various tasks including for business-customer engagement and for customer data collection, analyses and storage. The use of CRM essentially allows organizations to form a more inclusive customer picture. For an organization, success of a CRM system brings competitive advantages. A new model which identifies CRM satisfaction success factors was proposed in this study. Factors impacting CRM satisfaction success were accordingly investigated in this study. Furthermore, the relationships between the internal variable (customer satisfaction) and the external variables (trust, service quality level, and privacy) were ascertained, through the use of structural equation modeling.

## 9. Managerial Implications

The present day is marked by rapidly advancing new technologies and internet-based systems resulting in the creation of innovative distribution tools, and the World Wide Web becomes a more and more accessible platform at a global level. For organizations and customers alike, the internet is faster and cheaper. The internet also has a significant impact on customer satisfaction. Still, there are issues with the internet, particularly the issue of trust. It is thus necessary to build and promote trust and confidence of customers towards the internet. In fact, in any business transaction, online or offline, trust is perceived as a crucial element, and different individuals would have different trust levels in their transaction involvement. Some perceive the internet as less trustworthy while there are those who perceive otherwise. This study perceives the impact of trust on customer satisfaction towards online services. Furthermore, perceived privacy and customer satisfaction seemed to be strongly related.

With respect to the factor of service quality level, this study perceives the need to investigate the impact of service quality on the performance of an organization. Positive impact of service quality on profitability was also evidenced, and such impact increases customer satisfaction. Additionally, in management, the interrelation between customer satisfaction and service quality becomes a key factor for customer success. Moreover, considering the great impact of customers on the success of a service provider, trust should be perceived as a major factor in successful organizations and CRM service. Meanwhile in the arena of marketing, trust was found to accentuate communication and trade between people, whereas in e-business, the lack of trust impairs transaction, signifying the need for trust between the involved parties. The impact of trust on customer commitment and loyalty was also evidenced, which means that trust towards one party can result in the formation of positive behavioral intent towards that particular party. Additionally, a very satisfied customer is likely to become a very loyal customer.

Developing countries consistently seek to develop their economy, signifying the importance of having fiscal policies with financial policies in these countries' economic system framework. In an ideal world, fiscal policies should be befittingly implemented with other economic policies. However, users will only benefit indirectly from the financial resources that they have spent, such as through social and economic (economic stability) benefits. It is thus necessary to understand the mechanisms of electronic payments and how users should be handled. Also, in the organization, biased and irrational decisions from managers and elected authorities can be rectified through utilization of the internet and other informational tools.

## 10. Limitations and Directions for Future Research

This section discusses the limitations faced in this study and the directions for future works. With respect to the limitations of the study, the variables, sample and population, and the model proposed should be discussed. First of all, this study employed only three independent variables (privacy, trust and level of service quality) because of time and resource restrictions. Clearly, the small number of variables may be inadequate, and so, more independent variables should be employed in future studies, to make the results more enriching and more meaningful. The other limitation concerns the location from which the data were obtained as the data were obtained from only one location in Jordan, namely Amman. Suffice to say that the finding may be limited as well. Future studies should thus obtain data from various locations to rectify this issue. Another limitation is the size of sample used in this study which was rather small which may reduce generalizability of the findings. Hence, the use of larger samples could solve this issue. Also, more females should be included in future studies because most respondents in this study were male. A sample with a balanced gender representation will improve generalizability as well. The last limitation concerns the study model which is rather limited owing to the small number of constructs used. This model should be magnified in forthcoming studies with the addition of more constructs. For example, the construct of culture could be included in the model to increase its inclusiveness in examining CRM.

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