

New terms in the information society: nominative characteristics

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Abstract. The paper deals with the issue of new terms in the information society. The authors consider the concepts of neologism, legal term and terminoid giving examples. The paper states that currently the process of neologization in the Russian-language legal discourse is characterized by the fact that one of the active sources of terminology are terminoids which initially operate in new fields of law and function for nominating innovative technologies in law. The authors mark two ways of appearing new terms in legal terminology with regard to the language of civil contracts. Focusing on borrowing as one of the most productive sources of replenishing legal terminology, the authors consider new lexemes connected with innovative concepts and digitalization. The paper shows the analysis of terminological units borrowed from the English language. The authors conclude that the current term system of both legal discourse in general and the sphere of civil law in particular is flexible, mobile, susceptible to previously unproductive ways of forming or borrowing terms, and even the use of terms with the preservation of English spelling, as well as metaphor terms.

1 Introduction

Due to natural processes of development of the Russian language, the vocabulary of various fields of activity is constantly updated. Neologisms regularly appear in legal discourse which is actively involved in social processes and interacts with other discourses. High rates of digitalization influence this process significantly contributing to the appearance of terminological units connected with information technologies and innovations. The branch of civil law that regulates a wide range of legal relations and is subject to continuous changes affecting the language of law in general and the legal term system in particular, is one of the most active “suppliers” of new terms in legal discourse.

2 Problem Statement

Neologization is a traditional direction in the development of legal discourse associated with the use of words that came to law from different fields of knowledge. In the modern Russian legal language, the specificity of this process is largely associated with the processes of borrowing terms from the English language. Analyzing specific examples of such terms should show what the typical ways and stages of turning a new word into a legal term are.

3 Research Questions

- What are the terms-neologisms and terminoids used in the language of civil law?
- How is the process of neologization effected in legal discourse?
- What is the specificity of borrowed terms-neologisms?
- In which areas is the borrowing process most active?

4 Purpose of the Study

The purpose of the study is to review new terms that have appeared in the Russian-language legal discourse in recent years and to assess the ways in which they are included in the legal terminology system.

5 Research Methods

The research methodology is based on philosophical, general scientific, as well as special methods: induction, generalization, explanation, synthesis, continuous sampling method, contextual analysis method.

In the process of studying the research material the selection of terms-neologisms and terminoids was undertaken using the continuous sampling method. The method of contextual analysis allowed explicating the concepts denoted by new lexemes. The method of induction, synthesis, as well as generalization and explanation techniques were used to extrapolate the

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results obtained from the analysis of the material to the process of neologization in legal discourse as a whole.

The empirical base of the research consists of legal discourse texts, including civil contracts, as well as materials of the law enforcement practice.

6 Findings

6.1 Terms-neologisms

There are a lot of new lexemes, including terms, in legal discourse. Legal terms-neologisms are a particularly interesting subject of research, as they illustrate the existence and functioning of changes taking place in the legal system. The improvement of legislation, the introduction of innovations in various spheres of life and the need for their legal regulation, the development of the international cooperation, the emergence of new social relations that require legal regulation, new legal institutions, etc. are among the factors that determine the processes of neologization in legal discourse. Civil contracts, regulating the relations of citizens on various issues in almost all spheres of life, are saturated with terms-neologisms. Neologisms are often reflected in civil contracts even before new legal relations are legally established.

To proceed to the consideration of the characteristics of terms-neologisms in legal discourse, a definition of the concept of “neologism” should be given. A neologism is “a word or phrase created to denote a new subject or to express a new concept” [1]. These include, for example, *self-employment*, *smart contract*, *e-government*, *legal tech*, etc. The question arises as to how long the concept considered as a neologism remains new.

Lexemes remain neologisms as long as they are perceived as new by native speakers [2]. With a wider spread of a term and users getting used to it, the lexeme becomes common. For example, the term “материнский капитал” (maternity capital), which was once a term-neologism, has passed into the common vocabulary layer, and is no longer perceived as a new lexeme. It is worth noting, however, that the border between neologisms and words that have passed into the layer of commonly used vocabulary is rather conditional.

When talking about terms-neologisms, we should also indicate our understanding of the concept of “legal term”. After V. Yu. Turanin, under the legal term we mean a term that meets the following criteria significant for the legal language:

- 1) accuracy of the designation of the corresponding legal concept;
- 2) unambiguity of the perception within the legal language;
- 3) presence of a definition [3].

It should be noted that currently not all lexical units that function as terms in legal discourse meet the listed criteria. For example, there is a lack of consistency in the definition of terms in legal discourse currently. Some documents provide an extensive list of definitions, while others define concepts contextually or do not define

them at all. In addition, definitions of the same concept can be found in two legal acts, and such duplications are often characterized by declarative nature [4].

6.2 Terminoids

The above mentioned criteria allow distinguishing terms from so-called terminoids. Terminoids – lexemes that denote new concepts but do not yet have a clear definition – are actively involved in the process of neologization in legal discourse. These lexical units do not have such terminological properties as accuracy of meaning, contextual independence, and permanent stability. The set of features of the concept denoted by a terminoid has not yet been finalized. Without clear semantic boundaries, they can have several definitions and be defined differently depending on the context [5]. Many terminoids that are included in the texts of documents (for example, civil contracts) and are widely used in legal discourse or are established in legislative texts and thus acquire an official status (often an official definition), become neologisms.

Most terminoids function in new branches of law and are used for nominating innovative technologies in jurisprudence. Here are examples of such lexemes that function in legal discourse and civil law: *фьючерсный контракт* (futures contract), *франчайзинг* (franchising), *веб-сайт* (website), *провайдер* (provider), *облачное хранение* (cloud storage), *SaaS*, *SLA*, *удаленный доступ* (remote access), *CRM-система* (CRM system), etc. Most of the above terminological units are borrowed from the English language. As already mentioned, terminoids are of a fragile nature. So, the spelling of a lexeme-terminoid can be variable. For example: *веб-сайт*, *веб-сайт*, *вебсайт* (website). One contract shows the use of the first option: “Подрядчик обязуется выполнить следующую работу: разработку и обслуживание WEB-сайта Заказчика, именуемую в дальнейшем «Работа»” (The Contractor shall be obliged to perform the following work: development and maintenance of the Customer’s website, hereinafter referred to as “Work”) [hereinafter examples of using lexemes are translated by Yu.V. Chemeteva]. Another similar document contains the second option: “Исполнитель обязуется по заданию Заказчика доработать для него программное средство «веб-сайт», а Заказчик обязуется принять результаты работы Исполнителя и оплатить их” (The Contractor shall be obliged to modify the “website” software for the Customer on the Customer’s instructions, and the Customer shall be obliged to accept the results of the Contractor’s work and pay for them).

Legal terminology is a continuously changing system that depends on various processes occurring both within legal discourse and in its interaction with other types of institutional discourses. Terminoids that entered legal discourse from other areas and have become frequent are included in the terminology system of law over time. With regard to the language of civil contracts, there can be marked two ways of appearing new terms in the legal terminology system:

- establishment of new legal institutions in legislation, from which they are transferred to the texts of contracts;
- contractual regulation of relations that have not yet been properly reflected in the legislation. This is where, as a rule, the use of terminoids takes place, since there is no official normative term yet and the new word is only being tested in the contractual practice. Subsequently, the legislation can accept it, establishing the spelling and meaning of the term, and thus the lexical unit will pass into the category of terms-neologisms.

6.3 The process of neologization legal discourse

To form a visual representation of the processes of neologization occurring in legal discourse in general and in the field of civil law in particular, examples should be given. This study considers terms as well as terminoids related to neologisms. The word combination “terminological unit” combines the concepts of “term” and “terminoid”.

Here is an example of a neologism related to the current issue about the establishment of a special tax regime in Russia “Tax on professional income”: “самозанятый” (self-employed). The concept of self-employment is relatively new in Russia. For the United States, the terms “self-employment” and “self-employed” seem quite common, since they have long occupied the status of “official” in the system of legal terminology. The legislation of the Russian Federation in this issue currently uses only the term for the tax paid by officially registered self-employed people: “налог на профессиональный доход” (professional income tax). At the same time, the following variants of terminology for this concept are found in the media: *налог для самозанятых* (tax for the self-employed), *налог на самозанятость* (tax on self-employment), *налог на самозанятых* (tax on the self-employed). Probably, these unofficial equivalents of the term “налог на профессиональный доход” (professional income tax) were formed by analogy with the name of taxes in Russian law (*налог на прибыль* (income tax), *налог на добавленную стоимость* (value added tax), *налог на доходы физических лиц* (personal income tax), etc.). Persons to whom this tax is applied are designated in Federal law No. 422-FZ dated November 27, 2018 “On conducting an experiment to establish a special tax regime “Tax on professional income”” [6] as *налогоплательщики* (taxpayers); *физические лица, применяющие специальный налоговый режим* (individuals applying a special tax regime). This Federal law does not contain any succinct and at the same time short term denoting persons who pay professional income tax (for example, “самозанятый” (self-employed)).

Despite the fact that the term “самозанятый” (self-employed) is not established by law, it is used in legal discourse, including in civil contracts, for example: “Исполнитель является самозанятым лицом и по

доходам, получаемым в рамках данного договора, применяет в своей деятельности специальный налоговый режим «Налог на профессиональный доход»”(The Contractor is a self-employed person and applies a special tax regime “Tax on professional income” for the income received under this agreement). This terminological unit can also be found in information materials of the authorities: “Налог на профессиональный доход — это новый специальный налоговый режим для самозанятых граждан, который можно применять с 2019 года” (The professional income tax is a new special tax regime for self-employed citizens, which can be applied from 2019) [7].

The establishment of this tax regime in Russia is still experimental. Probably, with the widespread introduction and adoption of additional legislation regarding the regulation of self-employment in the Russian Federation, a need for a concise, simple term that refers to individuals that fall under this tax regime will appear. With a high probability, such term may be the lexeme “самозанятый” (self-employed).

It should be noted that the conceptual content of the term “self-employment”, from which, probably, the terminological unit “самозанятость” (self-employment) was formed by means of calque, does not completely coincide with the Russian-language conceptual content of this term-neologism. The concept of self-employment in the United States is not identical with the emerging concept of self-employment in the Russian Federation. In the United States, it also includes home businesses which are classified as microenterprises employing maximum 25 employees. In the Russian Federation, the special tax regime “Professional income tax” does not cover persons who have employees with whom they are in an employment relationship [7].

As can be noted, a large number of so-called terminoids used in legal discourse are borrowed from various areas of special knowledge. Many of the terminological units mentioned above have entered legal discourse and are used in civil law texts due to the convergence of law and IT technologies. Terms-innovations in the field of law, functioning at the intersection with other fields of knowledge, are of particular interest. As a rule, such terms become widely used quickly. Here are examples of such lexemes: *блокчейн* (blockchain), *legal tech*, *смарт-контракт* (smart contract), *криптовалюта* (cryptocurrency), *биткоин* (bitcoin), *электронное правительство* (e-government), *краудфандинг* (crowdfunding), etc.

The terminological unit “криптовалюта” (cryptocurrency) is currently quite common in the Russian-language legal discourse and is familiar to the Russian-speaking recipient, which is probably due to its frequent use in the media. The concept of cryptocurrency in the Russian Federation is not yet established by law, but the lexeme is quite often used in legal discourse. It is worth noting the presence of a synonymous variant of the considered terminoid “виртуальные валюты” (virtual currency / cryptocurrency). However, the calqued version “криптовалюта” occupies a dominant position in legal discourse and is likely to replace the

option “виртуальные валюты”, which is less similar to the English-language term “cryptocurrency”.

The term “блокчейн” borrowed from the English language (blockchain) by means of transcription currently has no official, legally established definition in Russian. Its spelling in Latin (blockchain) is also found in texts of legal discourse. It is likely that the development and introduction of blockchain technologies in the sphere of law will not only legally establish the concept under consideration, but also contribute to its more frequent use in legal discourse in general and in texts of civil contracts in particular.

One of the characteristic features of neologization in legal discourse at the moment is using metaphors, which is not peculiar to the language of law. The status of a term is often given to words and word combinations used in a figurative sense: *искусственный интеллект* (artificial intelligence), *экосистема цифровой экономики* (digital economy ecosystem), *экосистема умной городской среды* (smart urban environment ecosystem), *облачные платформы* (cloud platforms), *облачные и туманные вычисления* (cloud and fog computing), *регуляторные песочницы* (regulatory sandboxes), *сквозные цифровые технологии* (end-to-end digital technologies), *виртуальная лаборатория* (virtual laboratory), *дорожная карта* (road map), etc. Despite the fact that metaphorization is a widespread method of term formation [8], most legal scholars are critical of the use of this method of neologization in legal discourse emphasizing that the accuracy and adequacy of scientific thought are not achieved using metaphor terms [9]. One of the reasons for metaphorization in legal terminology is, in our opinion, the active borrowing of terms from the English-language legal discourse, which is more characteristic of imagery than the Russian-language legal discourse. The issue of borrowing terminological units should be given special attention.

6.4 Borrowings as sources of neologization in legal discourse

Borrowing (as a rule, from English) is currently one of the most productive ways of replenishing terminology [10]. The influence of global English on the nominative process is indisputable [11]. A borrowed term is most easily adapted in the Russian language when it is used in a transcribed or transliterated form [12]. We should add that often terms are borrowed by means of calque: *самозанятость* (self-employment), *криптовалюта* (cryptocurrency). Many of the metaphor terms mentioned above are borrowed from English by means of calque: *умные города* (smart cities), *облачные вычисления* (cloud computing), *облачные услуги* (cloud services), *регуляторные песочницы* (regulatory sandboxes), etc.

An example of the term-neologism that appeared in the text of a civil contract due to the adaptation of a borrowing is the term “инсайдерская информация” (insider information): “В случае получения доступа к инсайдерской информации Заказчика Исполнитель обязуется...” (In case of obtaining access to the

Customer’s insider information, the Contractor undertakes...). Initially, the lexeme “инсайдерская информация” was borrowed from the English-language legal discourse (insider information) by means of the transcription of the element *insider* and the use of the Russian-language equivalent of the English lexeme “information”. The term was also grammatically adapted so as to sound more familiar for native speakers of Russian (suffix *-ск* and the inflexion matching the adjective with the noun were added).

The component “инсайдерский” has quickly adapted to the Russian-language legal discourse, and currently the terminological units containing it can be found in legal texts: *инсайдерская оговорка* (insider clause), *инсайдерская торговля* (insider trading), *инсайдерская атака* (insider attack), *инсайдерская угроза* (insider threat), *инсайдерская активность* (insider activity), *инсайдерская сделка* (insider transaction). Some of the mentioned phrases are already found in civil law and in civil contracts in particular, for example: “6. Инсайдерская оговорка” (Insider clause – name of the contract clause).

Probably, in the near future other terms containing the component “инсайдерский” will appear in civil law texts. In English-language contracts, the functioning of the term “insider trading” can be observed: “Insider Trading. Sellers and Buyers hereby certify that they have not themselves, nor through any third parties, purchased nor caused to be purchased in the public marketplace any publicly traded shares of the Company”. The concept has not yet been clearly defined in Russian and is not included in the texts of legal documents. The Russian-language legal discourse uses a similar term to the English-language term “инсайдерская торговля” (insider trading), however it is not currently fixed in legislative texts and is not used in civil contracts. The text of the Federal law “On countering the misuse of insider information and market manipulation and on amendments to certain legislative acts of the Russian Federation” [13] contains the following word combinations similar to the term “insider trading”: *неправомерное использование инсайдерской информации* (misuse of insider information), *раскрытие инсайдерской информации* (disclosure of insider information), *доступ к инсайдерской информации* (access to insider information), *передача инсайдерской информации* (transfer of insider information), *предоставление инсайдерской информации* (provision of insider information), etc.

The considered terminoid is used in the Russian-language legal discourse outside the framework of legislative texts: “...незаконной инсайдерская торговля становится только в случае использования важной непубличной информации в качестве основы для принятия решения о совершении той или иной транзакции” (...insider trading becomes illegal only if important non-public information is used as the basis for making a decision about making a particular transaction) [14]. The unsettled nature of the terminoid and the lack of a clear definition contribute to its ambiguity, which leads to the variability of its use: *инсайдерская торговля*, *инсайдерский трейдинг*, *трейдинг*

инсайдеров, инсайд-трейдинг. It is possible to assume that with the improvement of legislation in the field of securities and the growing interest of citizens in investing, the term “инсайдерская торговля” will be used in the texts of civil contracts and regulatory legal acts in the Russian-language legal discourse. The most likely variant of the adaptation of the terminoid with the subsequent transition to the category of legal terms-neologisms is the word combination “инсайдерская торговля”, since it is built on a similar model with the word combination “инсайдерская информация”, which is quite common in the Russian-language legal discourse.

Another relevant example is the process of borrowing the English-language lexeme “smart contract” which denotes one of the most discussed and innovative subjects of law. In the Russian legal science the terminoid is used in the borrowed variant formed by means of calque: “смарт-контракт”. However, there are different variants of the terminoid: *смарт контракт, умный контракт, смарт-контракт*. Given the innovative nature of this concept and the fact that the smart contract technology is used in the most advanced industries involved in international interaction, the calqued version of the lexeme is probably the most appropriate for the use. In addition, Russian scholars use this variant in their scientific articles, and the spelling with a hyphen is more common. Here is an example from a scientific article on jurisprudence: “Сказанное означает, что смарт-контракты могут быть применены далеко не во всех сферах имущественных отношений, что как раз и подтверждается складывающейся практикой заключения указанных соглашений” (This means that smart contracts cannot be applied in all areas of property relations, which is confirmed by the current practice of concluding these agreements) [15].

Another example of a borrowed neologism is the terminological unit “электронное правительство” (electronic government / e-government). While in the United States the term “E-Government” is officially established, in the Russian-language legal discourse the term is currently not reflected in legislation, though it is used both in scientific literature and in the media in a unified way (электронное правительство), which gives reason to consider it a term-neologism. When borrowing the lexeme “E-Government” from the English-language legal discourse, an explication technique was used: the component *e-* (electronic) was explicated.

A special case is the borrowing of the lexeme “legal tech” from the English-language legal discourse. Currently, the terminoid “legal tech” is used in the Russian-language legal discourse in the completely borrowed version, i.e. in Latin characters. There can be found the spelling of the lexeme in quotation marks, which indicates that it does not yet have a specific place in the system of legal terminology in Russian.

The examples given in this paragraph demonstrate the activity of different ways of borrowing terms (transcription and transliteration, calque). What is more, we give examples of unproductive methods and techniques (explication, full borrowing). It is worth

noting that a large number of new terminological units are entering legal discourse from the field of IT technologies, which indicates the development and improvement of law in the information sphere.

7 Conclusion

The issue of terms-neologisms, acting as indicators of changes occurring in the law, is of great relevance. The process of neologization in legal discourse, against the backdrop of the legislation improvement, the innovations implementation, the spreading of digitalization, the development of international cooperation, the emergence of new social relations requiring legal regulation, is characterized by the fact that one of the active sources of terminology are so-called terminoids which initially operate in new fields of law and function for nominating innovative technologies in law.

A large number of new lexemes in legal discourse are borrowed from various fields of special knowledge. This is due to the fact that the law currently makes maximum use of rapidly developing information technologies and adapts them to its activities. In addition, the interaction of individuals and communities in the information sphere is reaching a new level, and there is a need for legal regulation of relations in this area, taking into account all their features and ongoing transformations. Besides, the international interaction is increasing, which leads to the intensity of borrowing terminological units from the English-language legal discourse. Under these conditions, the term system of both legal discourse in general and the sphere of civil law in particular is flexible, mobile, susceptible to previously unproductive ways of forming or borrowing terms and even the use of terms with the preservation of English spelling, as well as metaphor terms.

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