

A Research on Protection of Consumers' Rights and Interests after the Electronic Commerce Law of China Implements

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Abstract: With the development of Internet economy and network technology, more and more people pay much attention to e-commerce. Online shopping has become an important way of people's consumption. New modes of e-commerce keep emerging. While e-commerce is giving people a better life, risks follow. Problems in online shopping occur frequently. The Electronic Commerce Law of China, as the first comprehensive e-commerce law in the world, provides more ways to protect the legitimate rights and interests of consumers. This paper discusses the outline and problems of e-commerce, the protection of consumers' rights and interests, and the defects and improvements of Electronic Commerce Law.

1. Introduction

E-commerce emerged in the 1960s and developed in the 1990s, is the production of Internet economy era. With the continuous maturity of network information technology, e-commerce has gradually become an important way for people to consume. E-commerce is a form of trade that sells goods or provides services online by using network technology. E-commerce is not limited by time and space and the price of commodities is relatively affordable, bringing great convenience to consumers' life. Through online sales, enterprises can save cost of production and distribution, which is good for improving their product quality and enterprise visibility. It also drives the development of emerging industries such as finance and logistics. However, every coin has two sides. The consumers' legitimate rights and interests always are harmed in business practice, so we need to provide new ways to protect them.

2. The Main Problems in E-commerce

2.1 The Scope of the Business Entity Is Unclear

Ride-hailing service brings convenience to people's travel, but terrible events are exposed in its development process. "The murder of a flight attendant in Zhengzhou" and "the killing of a hitch-hiker in Wenzhou". The driver killer who comes from Didi, an online ride-hailing service platform, has drawn widespread attention from people. And Didi's safety problems have been pushed to the forefront, exposing its shortcomings in operation management, safety mechanism and supervision. How should the platform take responsibility for such a vicious event?

WeChat is the main communication software, which people use to contact friends. However, the merchants never lack the ability to see business opportunities. They turn WeChat which plays a role in communication into a platform for shopping. They promote their products by constantly posting them on Wechat moments and they rely on the circle of friends of WeChat, so that Wechat business comes into being in accordance with the network era. However, this sales mode has many problems, such as product quality cannot be guaranteed and after-sales service is insufficient. There is no way for consumers to protect their rights, which makes this kind of sales mode controversial. Wechat business usually has problems of easy access and inadequate regulation as well.

At the same time, WeChat is developed as a way to buy foreign goods. Once people prefer foreign products but they cannot get these goods, they are attracted by the pictures which sellers display in the circle of friends of WeChat, so they turn to the operators who have means and ability to buy foreign goods. However, the opposite often is true. By labeling domestic products as foreign products, purchasing agents create the illusion that they are selling foreign products, thus deceiving the paying buyers. The problems such as dealers sell fake goods are common occurrence. From taobao merchants to WeChat business to buying agents, network sales bodies are gradually diversified and they are different from traditional business sales model, which brings new impact to consumers' rights and interests. How should we deal with these new changes for the benefit of consumers?

2.2 The Tie-in Default Settings

Ctrip, China's leading travel service company, was caught in a storm because of the "air ticket tie-in event", and the default tie-in problem of e-commerce enterprises such as Elong and Qunar was also deeply involved in the public attention. When buying air tickets, the "pick-up and drop-off ticket" will always pop up. If the ticket is not cancelled manually, the ticket will be automatically purchased together with the tickets. The ticked way set by the merchant infringes consumers' right to know and right to choose. After the rectification of a tourism website platform, the "pick up and drop off tickets" are inconspicuous and too small, so that buyers can be bundled if they don't read carefully. This approach does not draw the attention of consumers in a significant way. All of this businessmen have the attitude to "brush the edge" of law.

2.3 Refund of Deposit Is Difficult

"Ofo sharing bicycles" exited the e-commerce market because of poor management, which drew people's widespread concern. If it's a normal exit, there's no question about it. The bike-sharing platform initially promised that users who had paid a deposit could apply for a refund after cancelling their accounts. However, after a long wait, hundreds of millions of people queued up to return the deposit, and some people waited as long as six months. Similar to this kind of deposit business model, the accumulation of deposits is very large. Strictly speaking, does the aggregation of the platform involve illegal fund-raising? Does the platform use this huge amount of money for other purposes? After the launch of the bike-sharing platform, it gives people convenience, but users' legitimate rights and interests are damaged sometimes.

2.4 The False Comments

Through shopping on the Internet, people can't see the real commodities, and consumers make their choice of products and services by reviewing comments and pictures. Therefore, real evaluation is the basis for consumers to make choices. However, we always receive such messages - "dear, if you can give us a five-star high praise, we will give you 2 yuan in return". This kind of behavior is very common, sellers benefit themselves by giving consumers a little benefit. The false favorable comments make consumers make mistakes in judgment, thus increasing store's sales. Businessmen also privately ask consumers to delete bad reviews, which is improper business practices and infringes on consumers' right to independently determine the evaluation. In addition, consumers are attracted by the coupons issued by the merchants, so they buy the goods. However, this is actually a business strategy for sellers to increase sales in their stores. Finally, merchants will tell consumers that the order is wrong for a variety of reasons. In this way, the consumer will cancel the order. The merchant loses nothing, on the contrary, their external sales have gone up. This business practice makes it difficult to protect the rights and interests of consumers.

2.5 The Date of Signing the Sales Contract is Not Clear

Consumers often encounter such a situation: after consumers confirm the order and successfully pay it, merchants will either tell consumers that the product is in shortage or tell them that the system is wrong. Sometimes consumers wait for a long time after placing an order, but only to be informed

that there is a shortage and must have orders cancelled. Although the e-commerce sales contract is special, it should comply with the basic provisions of the Contract Law. The buyers and sellers agree on the common thing and then they sign a sales contract. The termination of the sales contract shall also be a voluntary agreement between the parties. If a merchant dissolves the contract by cheating, the rights and interests of consumers will be damaged. To make matters worse, the merchant delivered but sent a package of toilet paper. Consumers are not getting what they deserve. When consumers complain to protect their rights, the store is not closed, and the result is to pay a fine and continue to open the store.

3. The Protection of Consumers' Rights and Interests of E-Commerce Law

3.1 The Definition of E-commerce Bodies Is Clear

E-commerce Law defines the mode of "two specific types plus one kind of bottom line" for business entities, which basically includes all the bodies using the Internet for business activities. The two specific categories refer to e-commerce platform operators and intra-platform operators. Other bodies refer to e-commerce operators who sell goods or provide services through their own websites or other online services. Among them, the provision of "through other network services" is of great significance, including operators in emerging e-commerce forms who attempt to dilute commercial sales, blur regulatory boundaries and evade legal responsibility, which maintains market order good and plays an important role in the standard development of e-commerce in the future. "Wechat business", "live broadcast platform" and other bodies that are not clearly defined by traditional standards can be included in the third category, providing a clear defendant when a consumer brings a lawsuit.

3.2 Tie-ups on E-commerce Platforms Must Be Clearly Marked

The E-commerce Law states that e-commerce platforms are prohibited from setting "default checkboxes" when selling goods or providing services. When e-commerce operators want to carry out tie-in selling strategies for goods or services, they are required to clearly inform consumers of this situation, so that consumers can receive the information and make their own choices. In the past, in order to sell goods, merchants set "default consent", forcing many consumers to buy things they don't need without knowing that. This undermines consumers' right to choose what to buy. After the implementation of the E-commerce Law, there is no longer any legitimate reason for e-commerce operators to set up the unreasonable mode of commodity sales. Those who force consumers to buy commodities by means of tie-in sales will be subject to correction within a prescribed time limit and fines imposed by the regulatory authorities.

3.3 Standardize the Setup and Exit Procedures of the Deposit

The accumulated amount of deposit is huge. If it is not regulated, it will inevitably disturb the market order and even affect the financial order. The failure of "ofo sharing bicycles" to exit the market is a warning. In the case that the deposit cannot be returned if it exceeds the agreed time limit, the E-commerce Law stipulates the procedures for the deposit setting and refund. The law protects the legitimate rights and interests of consumers by optimizing the ways and procedures of deposit refund. The deposit set in the sharing mode involves a very high leverage ratio, so the enterprise should make special management and application of the deposit paid by users. In my opinion, the law should also make detailed regulation on the use and management of deposit.

3.4 The Shopping Evaluation of Consumers Is Treated Objectively

The network evaluation after each shopping experience of consumers must be objective, which has a prompt effect on the future consumers in this online store shopping. The E-commerce Law stipulates that operators who sell goods through the Internet shall not delete shopping comments of consumers. Merchants ask consumers to conduct good shopping reviews, which show that they are very satisfied with their products or services. This illegal behavior of promote business credit is

forbidden. In order to enable consumers to obtain real and objective commodity information, the law requires e-commerce platform operators to provide ways for consumers to evaluate, and sellers shall not ask consumers to delete bad reviews in any way. By establishing and improving the credit evaluation system and public credit evaluation rules in the field of e-commerce, a good external environment is created for consumers shop online. As a result, evaluation of commodities will become more objective and e-commerce credit will improve.

3.5 Set Up Rules of E-commerce Contract

Through chapter 3, E-commerce Law regulates the establishment and performance of e-commerce contracts, including standard terms, payment, delivery and so on, which clarifies the responsibilities of the buyers and sellers. The E-commerce Law elevates the status of the e-commerce contract and stipulates the establishment time of the contract when the user chooses the goods or services and submits the order successfully. After the successful submission of the order, if the merchant asks the consumer to cancel the order for unreasonable reasons, such as the shortage of goods or the error of the order, the merchant shall bear the corresponding civil liability. In addition, the E-commerce Law also stipulates that, when the payment instruction is wrong, the electronic payment service provider shall bear the liability. If the behavior causes consumer losses, the electronic payment service provider shall bear the liability for compensation, but this can be exempted from liability by proving that the payment error is not caused by its own reasons. This has regulated those merchants who attempt to increase store sales by setting ultra-low prices or a large number of coupons, thus increasing the stability of online shopping.

4. Defects and Improvements of Electronic Commerce Law

The defects of E-commerce Law are as follows. Firstly, in order to solve the current disputes, E-commerce Law has been issued under the urging of reality, so its legal predictability and forward-looking effect has been weakened. Secondly, the E-commerce Law focuses only on the transaction of goods on the Internet, thus it provides limited solutions for the ever-updating digital economy. Unable to adapt to the development of emerging e-commerce models, the law is likely to hinder the innovation of Internet economy. Thirdly, there are some overlaps and conflicts between E-commerce Law and some existing legal regulations. The operation cost of punishing e-commerce platform is high and it is difficult to implement, which puts forward higher requirements for law enforcement efficiency in judicial practice. Consequently, the E-commerce Law needs to be further improved. From my point of view, laws in e-commerce field should be seamlessly linked with existing laws, so as to avoid conflicts between laws and low efficiency of law enforcement. Besides, legislative techniques can be improved to enhance the strictness of laws and avoid ambiguity.

5. Conclusion

With the development of economy, science and technology, people's consumption demands and forms have become diversified. Shopping mode combined with the Internet is the main way of consumption. But the dispute between consumers and operators also increases accordingly. Due to the particularity of shopping online, it puts forward the request of expanding the scope to protect the legal rights and interests of the vulnerable consumer groups. After five years of careful preparation, E-commerce Law of China began to implement on January 1, 2019, which provides new protection paths for consumers' legitimate rights and interests and support for meeting the people's ever-growing needs for a better life.

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