

# Consumer Protection in Electronic Contracts

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**Abstract:** *Consumer is weaker party in electronic contracts, especially business to consumer contracts (B2C). There are various legal systems in place to protect consumers. However, consumers still face a variety of problems. For example, they do not have enough choices in the markets and often have difficulties in understanding contract terms. More importantly, consumers still do not always have effective methods for asserting their rights and resolving disputes. This paper examines some of the issues involved in consumer protection in dispute resolution, in the context of electronic contracts.*

**Keywords:** *E-Contractes, Protection of Consumer, Business to Consumer Contractes (B2C).*

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## 1. Introduction

Recent stormy debate regarding consumer protection has led to advances in legislation. Generally speaking, there are two categories of guarantees for consumers: legal guarantees, which create remedies for consumer goods or services that do not conform to the contract; and commercial guarantees, which create remedies for consumer goods or services that do not conform to the seller's express promises about the transaction. This is shown in article 2 and 3 of the amended proposal for a directive of the European parliament and of the council on the sale of consumer goods and associated guarantees in April 1998 [6]. A popular catch-phrase in media and politics nowadays, consumer protection proposes protection for the real bearer of goods or services, which includes laws that mandate an increase in the amount of information available to them and laws that may expose commercial actors to increased liability.

Considering the important role the consumers maintain, together with the reality that consumers are usually individuals and thus in a weak position, it is more than necessary to provide them with adequate protection. This standpoint is acceptable to merchants as well as consumers, as without consumers, their original purpose for transacting is moot. Consumer protection policies will urge consumer confidence and thus further their participation in transactions and improve business.

Are consumers equally protected when transacting on the Internet and when transacting in a traditional environment, and is their protection always adequate? Consumers would expect to see their interests being protected on the Internet, but the increasing cross-border nature of electronic commerce makes it difficult to protect consumers from fraud and other damaging activities [30]. Attempts by consumers to enforce their rights through private law suits naming foreign defendants are subject to all of the difficulties

experienced by government agencies attempting to enforce law across borders. The costs of maintaining an action against a defendant located outside national jurisdiction are likely to deter all but the most seriously injured consumers from pursuing this option [29]. Traditional consumer protection policies are unsuitable for the Internet age and require timely adjustment.

The rest of this paper organized as follows: Section 2 gives an overview of general comprehending of consumer protection in electronic commerce. Section 3 briefly describes consumer protection in dispute resolution with the internet as a medium. Section 4 presents the consumer protection in electronic commerce dispute resolution in perspective of US and EU policy. Finally, section 5 ends this paper with conclusion.

## 2. General Comprehending of Consumer Protection in Electronic Commerce

As early as 1998, OECD (Organization for Economic Co-operation and Development) recommended that the "same level of protection provided by the laws and practices that apply to other forms of commerce should be afforded to consumers participating in commercial activities through the use of global networks" [24]. Consumer protection is not only important to parties in normal transactions, but is also vital to electronic commerce.

Consumer protection faces a severe challenge from the revolution brought by the Internet with regard, *inter alia*, to commercial communications and contracts concluded at a distance. The applicability and effectiveness of traditional rules of consumer protection in the online environment is limited. Traditionally, consumers were those within the national borders over which the state and its policy were sovereign. Traditional policy is not easily applied to everyday consumers who are players on the global

market, even when that market exists in the real world. With the development of an invisible world, in which consumers from all corners of the globe do business, difficulties in implementing traditional law are exacerbated.

The current legal system protects consumers in a variety of ways. Specific legislation has been passed and institutions have been created to implement policy [13]. But these measures cannot sufficiently provide one-for-all protection to consumers. Consumers today still face lots of difficulties or unfair treatment in transactions. They are pressured by strongly organized production and distribution groups, [35] who exert more control than consumers do over market conditions [39].

For better or worse, electronic commerce is modifying the way consumers transact. With the help of the Internet, business is piercing borders and offering consumers greater access to goods and services at lower prices. Online companies are trying their best to attract and retain consumers [22]. Consumers are in a comparatively better position than companies [28]. According to the media, stiff merchant competition has offered consumers the upper hand in on-line transactions, especially in the area of sales and services [12]. They are certainly being provided with more opportunities to participate in economic decision-making and implementation through which they can protect themselves. Some suggest consumer self-help as an avenue for consumer protection [26]. This is understandable since Internet users label themselves as "netizens" or citizens of the Internet world and agree to abide by their own self-imposed rules of "netiquette" [23].

Is it necessary to emphasize consumer protection in electronic commerce since consumers are better protected now? The answer is yes [21]. Consumer protection policy is needed in the world of electronic commerce for main reasons: to facilitate consumer transactions; to respond to the increased ambiguity and risk in online transactions; to deal with market failure; to protect consumer interests in the formulation of legislation regarding Internet transactions, for example, Uniform Computer Information Transactions Act (UCITA); Uniform Electronic Transactions Act (UETA); United Nations Commission on International Trade Law (UNCITRAL) Model Law on Electronic Commerce [38].

Acknowledging the important role electronic commerce shall play in the coming economic world and the necessity of consumer protection in electronic commerce, many countries have set up commissions to study possible ways of realizing such policy. On December 14, 1998, the Federal Trade Commission (FTC) announced that it would organize a workshop on consumer protection in the global electronic marketplace [10]. Its work in protecting consumers online was highlighted in the First Annual Report of

the US Government Working Group on Electronic Commerce. The European Commission has also attempted to harmonize EU mechanisms for dealing with consumer protection in the field of electronic commerce. The newly drafted Directive on Electronic Commerce, for instance, contains a kind of emergency brake for the protection of consumers and investors (See further Article 3 (4) (a) of the Directive on Electronic Commerce).

Nevertheless, the inherently international nature of digital networks and computer technologies that comprise the electronic marketplace necessitates a global approach to consumer protection. Policies for consumer protection should be developed as part of a transparent and predictable legal and self-regulatory framework for electronic commerce [27].

OECD has rightly undertaken this initiative. In April 1998, the OECD Committee on Consumer Policy began to develop a set of general guidelines to protect consumers participating in electronic commerce without erecting barriers to trade. These guidelines are likewise important to harmonizing standards of consumer protection among various countries. Such guidelines address consumer protection in electronic commerce as a whole, not specifically in dispute resolution. Determining how to realize consumer protection in resolving disputes related to the Internet is another matter.

### **3. Consumer Protection in Dispute Resolution with the Internet as a Medium**

There are various legal systems in place to protect consumers. However, consumers still face a variety of problems. For example, they do not have enough choices in the markets and often have difficulties in understanding contract terms. More importantly, consumers still do not always have effective methods for asserting their rights and resolving disputes [16]. Businesses have long acknowledged that information distribution is very important to their survival because without relevant knowledge at hand, consumers may choose not to spend money on particular products or services. In consequence, they struggle to make themselves and their products known to consumers using all available forms of communication: radio, television, newspapers, magazines and billboards.

However, the relatively high cost of advertising through the media mentioned above has largely limited the scope of information presented. Most of the time, only a small amount of information can be conveyed. This issue is less important for those researching simple products or products about which consumers generally have a fair amount of knowledge. But when it comes to more complicated products or services, the lack of information available has adverse effects on consumer confidence. With doubts in mind, customers may fail to make a transaction. Or worse, they do

purchase some dubious product over which disputes then immediately arise.

Often when important or expensive products are exchanged, a formal contract stipulates the rights and duties of each party. The general practice is that a standard contract shall be deemed to have been agreed upon by both parties once consumers accept the product. As a consumer, you rarely need to negotiate the detailed provisions in the final contract because most of such contracts are pre-prepared, even put in the boxes containing products you purchase. Reviewing contract details after receiving a purchase may seem counterintuitive, but there is no better realistic alternative.

Various scholars debate the appropriateness of standard contracts, [19] but the fact is that these contracts are widely used in modern commerce and the burden of risk is undertaken by consumers no matter how unfair doing so may appear. When disputes arise, courts give preference to businesses concerning such contracts.

Apparently, how well consumers are protected before disputes and during dispute resolution shall to a certain extent depend on early disclosure of contract provisions. Yet when provisions are available to consumers, the diction of these provisions may pose a problem. Their legal wording, for instance, is difficult for laymen to understand. In resolving this dilemma, general legal practice has again nudged consumers between a rock and a hard place. Consumers are expected to thoroughly read and live up to contractual provisions, except in exceptional cases when the wording of the provision is regarded as incomprehensible. In such cases, it can be argued that businesses could take a more active role in communicating contract information, whether by phone, fax, or verbal communication. But the cost of doing so may then add to transaction costs, which are always shifted back to the consumer.

The Internet can provide technological solutions to such problems. Accessible to people all over the world, the Internet can transfer detailed information to innumerable consumers both cheaply and efficiently. Businesses can post basic contract information as well as explanatory information, including audio resources, for their consumers in cyberspace. In this way, businesses save on advertising costs and consumers have full and transparent access to their contracts.

The Internet also offers an alternative to the courtroom. Historically, informal consumer complaints have been of no consequence. Consumers have had to rely on bodies of law to persuade businesses to cooperate once disputes arise. But the cyber-world gives weight to consumer commentary. The Internet provides consumers with a forum in which to complain to businesses as well other potential consumers. Many businesses monitor consumer opinions web sites carefully to ensure that no public relations problems

emerge [34]. In fear of losing business, merchants eagerly and quickly work to resolve disputes.

Obviously, the Internet can impact both consumers and businesses alike in terms of dispute resolution. But the evidence presented thus far leaves aside important legal issues for which this document must account.

## 4. Consumer Protection in Electronic Commerce Dispute Resolution

The most effective way of protecting consumers in dispute resolution is to provide them with access to redress. And presumably, with the rise in the use of the Internet for exchanging ideas and complaints, consumer protection can be improved. But this is not consumer protection in the legal sense. In former legal regimes, many national consumer protection laws even prohibited arbitration in disputes arising out of consumer transactions (For example, Article 1d of Chapter 11 of the Finnish Consumer Protection Act of 1978 provides disputes in consumer transactions are non-arbitrable). Whether or not such law is still applicable is the issue at hand, and can be best dealt with by examining the representative legal efforts of two regions, the US and the EU.

### 4.1. The United States Practice

The US has relatively few consumer protection laws [16]. However, an agency called the FTC (*The FTC is the only US agency at the national level with a broad consumer protection law enforcement mandate. It also enforces a variety of antitrust laws as part of its mission to maintain competition*) has been protecting consumers online since 1995 [11]. One of its core missions has been to promote the efficient functioning of the marketplace by protecting consumers from unfair or deceptive acts or practices and increasing consumer choice by promoting vigorous competition (FTC Act 5(a), 15 U.S.C. 45 (a) (1994)). As stated in the FTC Act section 5, this mission does not distinguish between online and offline commerce [32]. Other rules and statutes enforced by the FTC do specifically concern online commerce. It is aggressive with its approach to the Internet world, and it needs to be, lest the Internet deteriorate into "the Wild West".

The FTC has proposed a 4-part strategy for consumer protection. Firstly, it emphasizes the importance of consumer and business education. Realizing that educating those who are new to the Internet or unfamiliar with the general requirements of advertisement, the FTC's Office of Consumer and Business Education, sometimes in cooperation with private businesses or consumer organizations, produces publications targeted at particular consumer problems and compliance requirements. Making use of its own home page and other cooperative web sites, it alerts consumers to the latest scams and offers channels for

reporting possible violations. It distributes informative brochures and organizes various workshops to advance study on legitimate practice.

Secondly, the FTC supports law enforcement as an effective means to protect consumer interests. It often attempts to prevent future damage to consumers through the issuance of court or commission orders prohibiting misleading practices (See 15 United States Code 53 (b) (1994)) and seeks redress or disgorgement of illicitly obtained funds (See 15 U.S.C. 57 (b) (1994)). Section 5 of the FTC Act primarily addresses the prohibition of fraudulent online marketing [32]. A highly publicized technique called Sweep has been developed to attack similar law violations, such as fraudulent prize promotions or advance fee loan scams [32]. Complaints can be sent through FTC's web complaint form. Moreover, Implementing Regulation E of the Electronic Fund Act [8] provides methods for collecting errors and resolving disputes [1].

Thirdly, the FTC encourages self-regulation by the industry.

Fourthly, the FTC upholds an inclusive approach to policy making.

The FTC takes seriously the issue of consumer protection in the global electronic marketplace. It has made policy recommendations to realize consumer protection in dispute resolution.

Firstly, a workable framework for jurisdiction shall be developed. Litigation has been traditionally regarded as the one main way of realizing legal justice. In the field of electronic commerce, some scholars have advocated the doctrine of country of origin. The FTC, however, does not support this suggestion. There are multiple disadvantages to the application of a doctrine so biased to a seller that it allows him to choose possible forums and applicable law. It not only obligates consumers to understand the laws of other countries but also, in most cases, deprives them of redress; the complexities entailed by redress are too intense. Additionally, it deprives governments of their ability to protect their consumers. The strict use of such a doctrine could be detrimental to the further development of electronic commerce. An alternative, sustainable framework of jurisdiction will be discussed later.

Secondly, legal convergence shall be pursued. Appropriately converged consumer protection laws should provide a basic structure for protecting consumers no matter which country they reside in. They shall in turn make less burdensome the fabrication of jurisdictional structure.

Thirdly, the FTC encourages private sector initiatives. As we discussed, self-regulation shall be an appropriate choice for dispute resolution in electronic commerce [7]. Private sector initiatives shall better inform consumers and prevent disputes.

Fourthly, cross-border consumer redress and enforcement are emphasized. The FTC insists possible

ways for realizing justice should be made available to international consumers. Moreover, it believes coordinating the legal activities among different countries and supporting their valuable judgments to be important to both legal and commercial aspects of the new electronic world.

The aforementioned recommendations support the use of the cheap and efficient ADR for dispute resolution. Litigation and the enforcement of judgments are expensive and require the additional investment of time. Formal procedures are particularly expensive for parties disputing over small amounts.

To realize an appropriate framework for the use of ADR in electronic commerce, international cooperation is needed. Globally compatible dispute resolution systems for electronic commerce require cooperation among governments.

Technological innovation should also positively affect the use of ADR in electronic commerce. Information technology can help consumers protect themselves by encouraging compliance on the part of businesses. Potential advances in technology used for transferring relevant documents and downloading evidence and improvements in audio or video communication could additionally help to facilitate dispute resolution by reducing outside interference and procuring objectivity.

Within the new ADR framework, law enforcement is needed. At the moment, the FTC still has law enforcement power over fraudulent and deceptive ADR practices. Discussions are also underway with companies involving complaint procedures. It is particularly important to preserving consumer confidence that impartial dispute resolution practices are developed. They should be free or of low cost to consumers, easily accessible, and speedy. Additionally, consumers should have enough information to make informed decisions.

The new ADR shall involve the cooperation of domestic and international stakeholders in consumer and business education, guideline development, and a combination of public and private law enforcement. One size does not fit all. Rules concerning procedures and disclosure requirements could be different in different states as well as nations.

The transparency of results, rules of decision, and the validity of final decisions (binding or non-binding compared with the judgment) may present further problems for policy makers, who need to balance the interests of different stakeholders.

Consumer and business education is vital. Stakeholders should work together to promote education about seal programs, codes of conduct, and ADR. The FTC has carried out various activities to familiarize consumers with new proposals. It has found publicity to be the best way of realizing the goal of educating the largest group of people, but it has also attempted to educate through various workshops and

the publication of various materials both off and online; many publications are available on the FTC's home page. Both the ease with which government and consumer protection groups can post educational materials on the Internet and the ease with which consumers can access those materials make consumer and business education on the Internet particularly efficient and effective. Brochures containing key information sources are also distributed to various persons and groups across the US, including state and local government offices, national consumers and business organizations, Better Business Bureaus (BBBs), and universities [32]. Such materials have helped many consumers to understand how they can better protect themselves.

#### **4.2. The European Union Practice**

EU policies value consumer protection. It is an important concern of the European Economic Community (EEC), which enacted the first consumer program in 1975. This policy was further boosted by the introduction of the 1986 Council Resolution recognizing the difficulties encountered by consumers invoking guarantees on products purchased in other member states and the Single European Act of the mid-1980s, which proposed significant legislative procedures that have paved the way for improved consumer protection [20].

At the moment, numerous consumer protection laws exist in the EU. On the one hand, all member states have their own set of rules related to consumer protection [25]. For example, Germany has some 120 laws concerning consumer protection on the federal level alone. Of course, laws in the EU may differ considerably at the national level [37]. On the other hand, the EU itself has some 80 laws and bylaws concerning consumer protection. There are not enough laws in place, nor are the laws in place sufficiently broad in scope to assist consumers during disputes. Arguably, consumers are more frustrated than they are helped by this puzzling, multi-layered abundance of laws. The dilution of the protections offered by even the most protective national regulatory regimes may be unfavorably received by residents of such jurisdictions. Combating complexity, the principle of subsidiarity is generally applied to harmonize relevant provisions within the EU [5]. That is, the EU chooses partial harmonization [31]. Member states' laws control distinct areas; the EU is restrained from resolving issues that appear to be appropriately in the hands of a member state [18]. The EU shall take action in areas falling outside the exclusive competence only if and insofar as the objectives of the proposed action cannot be sufficiently achieved by member states.

But this principle is not appropriate for consumer protection legislation. It gives rise to the situation wherein all powers other than that of exclusive

competence remain vested in the member states while the community can exercise these powers only in limited situations [36]. In view of this problem, the commission has proposed directives calling for minimal harmonization of existing national laws.

Bearing this background in mind, we come back to electronic commerce. Supposing member states were to be in the awkward situation of trying to deal with a business that rejects national borders and protect consuming residents of their state, and keeping in mind that different states have different laws, the EU must step in to regulate. The application of a unitary set of rules concerning consumer protection in electronic commerce would be desirable. The EU may also establish a set of rules containing basic principles of consumer protection laws applicable within all member states. To minimize dissenting opinions, it should first formulate those laws member states consider mandatory for the protection of their consumers. The basic EU policy protects consumers [9] from overzealous electronic commerce that by way of cutting a few legal contractual corners to gain advantages over competitors unintentionally harm consumers [2].

EU measures address the consumer's need for easily accessible legal remedies by adopting a high level of consumer protection and incorporating pro-consumer minimal directives within EU policy. Two notable conventions have focused on the issue of dispute resolution at the EU level: the 1980 Rome Convention on the Law Applicable to Contractual Obligations (Rome Convention) and the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters (Brussels Convention). The next chapter shall address how these conventions suggest confronting dispute issues arising out of electronic commerce.

Most regulations have singled out consumer issues. The directive on the protection of consumers in respect to distance contracts covers all consumer contracts concerning goods or services, which could include electronic commerce [33]. The newly passed Directive on Electronic Commerce advocates this state-of-origin principle: an information society shall comply with the national provisions applicable in the member state where it is established (See Article 3(1) of the directive). But according to the Annex to the Directive, this provision is not applicable to consumer contracts. This exemption of consumer contracts from the applicability of the state-of-origin principle returns consumers to the law of the state wherein he resides. This may sound ridiculous, [15] but if the state-of-origin principle were to be used in such cases, consumers could have difficulties assessing their rights according to the law of the state where the service is received. Neither principle is problem-free.

Nevertheless, the directive provides assurance for court actions, which is important to the protection of

consumers (Article 18(1) of the directive suggests member states ensure that effective court actions can be brought against information society services by allowing the rapid adoption of interim measures designed to remedy any alleged infringement and to prevent any further impairment of the interests involved). Member states should ensure that appropriate court actions are available and examine the need to provide access to judicial procedures by appropriate electronic means.

In light of the problems existing in dispute resolution for electronic commerce, the EU has also recommended out-of-court dispute settlement mechanisms. Opening the door to ADR mechanisms, this suggestion is made in the directive on electronic commerce. According to Article 17, each member state shall be required to amend legislation liable to hamper the use of schemes for the out of court settlement of disputes through electronic channels. The amendment promises to ensure that the out-of-court scheme shall function genuinely and effectively in law and in practice, even across borders [14].

### 4.3. Analysis

New threats to consumer protection call for new protective rules and measures. We should recognize the fact that better consumer protection in online environments shall have a positive impact on the further development of electronic commerce and thereby on merchants. Generally speaking, if electronic commerce is to thrive, consumers must be provided with at least the same guarantees they would be provided with in the more traditional marketplace [4]. The US and the EU have affirmed the importance of protecting a new breed of consumers. With the rise of electronic commerce, the role of consumers has changed dramatically. While consumers were formerly an inactive body, today they have power in transactions. Sellers are now in a relatively passive position. Their job is too simply to paste that product information it becomes the responsibility of consumers to evaluate and make active decisions upon.

Where the specific field of dispute resolution is concerned, both the US and the EU realize the best way to protect consumers could be to provide them with appropriate measures for redress. Consumer protection groups have created forums where consumers can both submit e-mail based complaints when dissatisfied with advertisements, goods or services, and accuse violators of self-regulatory codes of ethics.

While consumer protection can take on different forms, dispute resolution mechanisms are its final insurance. Standards for dispute management are ultimately more attractive to regulators than less formal voluntary arrangements since they can encourage more consistent treatment of consumer

interests [17]. In light of government experience, protection offered by state power is trusted. Some consumers even seek sanctuary in the court. In order to accommodate the special character of modern business without straying too far from tradition, ADR mechanisms for dispute resolution very wisely entail state enforcement support.

Policy for consumer protection in electronic commerce dispute resolution must extend beyond national limits. Individual states lack the ability and initiative to adequately address issues related to consumer protection in the context of electronic commerce. Many of the issues that arise from cross-border disputes are exacerbated by the fact that deceptive marketing practice laws vary from one jurisdiction to another. Possible baseline electronic consumer policies should be applicable to cross-border transactions to which all or most countries can subscribe [30].

OECD Member States have recognized the necessity of an international coordinated approach to deal with the issue of dispute resolution in electronic commerce. In one important document formulated by the OECD, Guidelines for Consumer Protection in the Context of Electronic Commerce, guidelines for consumer protection in dispute resolution and redress aim to protect consumers participating in electronic commerce without erecting barriers to trade.

The guidelines serve as a recommendation to governments, businesses, consumers, and their representatives of the characteristics of effective consumer protection for electronic commerce. The thinking behind them is similar to that of the US and EU. Firstly, applicable law and jurisdiction are singled out for possible modification.

No detailed formulation of the new applicable law or principle of jurisdiction is pointed out, but the guidelines do describe features of appropriate modifications. Fairness, they suggest, is one of the most important factors in realizing consumer protection. The purpose of the fairness is to offer consumers a level of protection not less than that afforded in other forms of commerce and to provide consumers with meaningful access to fair and timely dispute resolution and redress without undue cost or burden. To accomplish fairness, one must provide a framework for rectifying unfairness.

As said in the guidelines, businesses, consumer representatives, and governments should work together to continue to use and develop fair, effective, and transparent self-regulatory and other procedures, which provide consumers with the option of mechanisms to resolve their disputes arising out of consumer transactions. Moreover, these efforts should be pursued at an international level. To achieve the maximum benefits of the new arrangements, modern technology should be used to enhance consumer awareness and freedom of choice.

From the analysis above, we can conclude that the international community has reached a consensus on the general attitude toward consumer protection. While making improvements on court procedures and the application of principles, new means should be found out to accommodate the new needs of electronic commerce. The means should enable the development of new shops operating in a responsible manner and resolving disputes conveniently online and, along with them, greater choices and more competition. With new facilities in place, consumers shall certainly be protected from unnecessary costs of compliance with duplicative or inconsistent regulations.

## 5. Conclusion

Approaching the end of the twentieth century, people witnessed the rapid development of a digital economy, which overturned normal commercial transactions. To fully appreciate the legal complexities of regulating this economy, one must first understand the magnitude and nature of the Internet, which justify the policy of self-regulation and international orientation [3]. These two policies are closely related and can never be separately discussed. They can, on the other hand, be easily distinguished from the policy of consumer protection. The first two policies define the procedural aspects of the new mechanism; the latter one concerns the substantial side.

Consumer protection policy is indispensable in building consumer confidence and establishing a balanced relationship between businesses and consumer in transactions. Electronic commerce, still at a fledging stage, urgently needs consumer participation. The first step to activate consumers shall be to provide a complete, trustable structure for transacting procedures. As the OECD says, the same level of protection provided by the laws and practices that apply to other forms of commerce should be afforded to consumers participating in commercial activities through the use of global networks.

By way of information transfer, the Internet has advanced consumer protection in modern business. However, complete consumer protection shall need measures from structural and substantial side as well. Acknowledging the importance of consumer protection in electronic commerce, various countries and international organizations, while making wide use of the Internet simultaneously, have established projects to deal with providing protection to consumers.

How can we ensure consumer protection in dispute resolution? How, in other words, can we protect consumers as well as the possibility of their procuring benefits? It is this important question that links the main three policies. The value of the present remedies for electronic commerce has been largely limited by difficulties faced in enforcing redress mechanisms. Only when these three policies are upheld shall we

achieve success in dispute resolution cases and observe the most impressive developments of electronic commerce.

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