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# Online Shopping Contract and Consumer Protection

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## Abstract

Today's advancement in internet implies the change in consumer behavior. Shopping online has now become a common form for the purchase of goods. Though internet shopping is convenient with no restriction of time and space, it also possess hidden risks in comparison with the traditional way of shopping through solid shops. This article will discuss the uniqueness of online shopping such as under the circumstance of which face to face trade is not possible, the following factors should be considered: 1. The uncertainty of trade parties; 2. The condition of trade object cannot be examined prior to trade; 3. Unable to establish the time and place of the trade; 4. Are concluded/discharged contracts through method of electronic transmission equivalent to the actual written contracts? 5. If statement mistakes in statement and descriptions should occur, are cancellations possible? 6. The effects of form contract on consumer rights.

Furthermore, current regulations on internet shopping with focus on Consumer Protection Act along with actual cases in practice will also be discussed in this article to gain insights to the insufficiencies of relative regulations in response to the above-mentioned online shopping characteristics and in addition provide compari-

son and reference with current online shopping regulations in Japan in attempt to probe into probable solutions to such conditions.

Keywords: Online Shopping/Internet Shopping, Consumer Protection Act, Mail Order Sale, Form Contract, Cooling-off Period, Rights to Rescind the Contract