



ASEAN Guidelines on Consumer Protection in E-Commerce



one vision
one identity
one community

The Association of Southeast Asian Nations (ASEAN) was established on 8 August 1967. The Member States of the Association are Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, Thailand and Viet Nam.

The ASEAN Secretariat is based in Jakarta, Indonesia.

For inquiries, contact:

The ASEAN Secretariat
Community Relations Division (CRD)
70A Jalan Sisingamangaraja
Jakarta 12110
Indonesia
Phone: (62 21) 724-3372, 726-2991
Fax: (62 21) 739-8234, 724-3504
E-mail: public@asean.org

Competition, Consumer Protection and IPR Division (CCPID)
E-mail: competitionandconsumerprotection@asean.org

Catalogue-in-Publication Data
ASEAN Guidelines on Consumer Protection in E-Commerce
Jakarta: ASEAN Secretariat, 2022

ASEAN: A Community of Opportunities

With the support of:



Implemented by



This publication was prepared with the support of the “Consumer Protection in ASEAN” (PROTECT), which is implemented by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and funded by the Federal Ministry for Economic Cooperation and Development (BMZ) of Germany.

The text of this publication may be freely quoted or reprinted, provided proper acknowledgement is given and a copy containing the reprinted material is sent to Community Relations Division (CRD) of the ASEAN Secretariat, Jakarta.

General information on ASEAN appears online at the ASEAN Website: www.asean.org

Copyright Association of Southeast Asian Nations (ASEAN) 2022.

All rights reserved.

Graphic Cover credits by Hersoni Haryanto



ASEAN Guidelines on Consumer Protection in E-Commerce

The ASEAN Secretariat
Jakarta



one vision
one identity
one community

Table of Contents

List of Abbreviations	1
CHAPTER I. INTRODUCTION	
General Background	2
Consumer Trust in E-Commerce	2
CHAPTER II. OVERVIEW OF THE GUIDELINES	
ASEAN Framework	4
Consumer Protection and E-Commerce Development in ASEAN	4
Purpose and Scope of the Guidelines	5
Key Terms and Definitions	6
CHAPTER III. CORE PRINCIPLES VS. COMMON RISKS FOR CONSUMER PROTECTION IN E-COMMERCE	
Accessibility and Inclusivity	7
Transparency and Truthful Representation	7
Fairness and Consumer Choice	8
CHAPTER IV. BUSINESS RESPONSIBILITIES	
Interface Design and Choice Architecture	9
Online Information Disclosure	10
Online Product Safety	10
Online Contracts	11
Consumer Data and Privacy	13
Dispute Resolution and Redress	14
CHAPTER V. PLATFORM REGULATION	
Due Diligence	16
Duty of Care	17
CHAPTER VI. WIDER ENGAGEMENT	
Co-Regulation with the Private Sector	18
Consumer Education and Research	18
Cross-Sectoral Coordination	19
International and Cross-Border Cooperation	19
ANNEX	20

List of Abbreviations

AAEC	ASEAN Agreement on E-Commerce
ACCED	ASEAN Coordinating Committee on E-Commerce and Digital Economy
ACCP	ASEAN Committee on Consumer Protection
ACEI	ASEAN Consumer Empowerment Index
ACF-CP	ASEAN Cooperation Framework on Consumer Protection
ACRF	ASEAN Comprehensive Recovery Framework
ADM	Algorithmic Decision-Making
ADR	Alternative Dispute Resolution
AEC	ASEAN Economic Community
AHLPCP	ASEAN High-Level Principles on Consumer Protection
AMS	ASEAN Member States
ASAPCP	ASEAN Strategic Action Plan on Consumer Protection
B2C	Business-to-Consumer
BSBR	Bandar Seri Begawan Roadmap
CIA	Consumer Impact Assessment
DFFT	Data Free Flow with Trust
DSA	Digital Services Act
ICPEN	International Consumer Protection Enforcement Network
MSME	Micro-, Small and Medium-Sized Enterprises
ODR	Online Dispute Resolution
OECD	Organization for Economic Co-operation and Development
UNCTAD	United Nations Conference on Trade and Development

ASEAN Guidelines on Consumer Protection in E-Commerce

CHAPTER I. INTRODUCTION

1. The ASEAN Guidelines on Consumer Protection in E-Commerce (henceforth “Guidelines”) were developed by the **ASEAN Committee on Consumer Protection (ACCP)**, in consultation with the **ASEAN Coordinating Committee on E-Commerce and Digital Economy (ACCED)**.¹ In formulating the Guidelines, the prevalent context in the ASEAN Member States (AMS) as well as international good practices from different jurisdictions both within and outside of ASEAN were considered. References are further made to relevant strategic documents, sectoral plans or work programmes guiding actions under the ASEAN Economic Community (AEC) Blueprint 2016-2025.
2. The Guidelines are intended as a **soft law instrument** that provides orientation for policy- and decision-makers in AMS in advancing the consumer protection agenda within the context of e-commerce and the wider digital economy. In putting forward general principles and practices as options for AMS to consider, the Guidelines are non-binding and do not impose any legal obligation on AMS.
3. The following sections describe the general background and rationale for the Guidelines, considering their **high relevance in light of emerging region-wide trends**.

General Background

4. The e-commerce sector possesses significant **potential for growth and innovation** in the AMS. Much of this growth can be attributed to new technologies, products and services, such as e-wallets, which are aimed at improving accessibility for consumers. Moreover, advances made with respect to digital connectivity and internet penetration, notably through mobile phones, have substantially lowered barriers for consumer adoption beyond urban centers.
5. **Online platforms and mobile applications** that facilitate e-commerce presently enjoy considerable popularity in the AMS, particularly after movement restrictions due to the COVID-19 pandemic necessitated an increased shift to purchases and transactions through the internet. Even with the resumption of offline shopping, continued consumer demand creates considerable opportunities for businesses in the region.
6. This trend has been accompanied by the emergence of a number of **homegrown e-commerce marketplaces**. Several of these have not only expanded beyond individual AMS, but also branched out into multiple markets beyond e-commerce, such as digital financial services, ride-hailing, food delivery, and logistics.
7. That aside, large numbers of local smaller and micro-enterprises in the AMS have been able to embrace **new business opportunities through the use of social media and online messaging platforms**. This phenomenon, commonly called “social commerce”, is greatly contributing to economic growth in the ASEAN region where it is currently estimated to be worth more than 13 billion USD.

Consumer Trust in E-Commerce

8. Consumers play an essential role in **holding businesses to higher standards**, thereby driving the growth of markets that are fairer and more inclusive – both offline and online:

¹ Renamed in 2022, formerly ASEAN Coordinating Committee on E-Commerce (ACCEC).

- Consumers around the world are becoming more vocal in demanding fair treatment and ethical conduct. If a business is deemed trustworthy by consumers, there is a good chance that “word gets round”. With an increasing number of transactions taking place online, critical reviews and seller feedback can also be shared more widely and easily.
 - Consumers can be important change agents by “voting with their feet”. As their habits and preferences shift, this can prompt businesses to adjust the kinds of products and services offered on the market, for example to accommodate sustainable consumption trends. While the competitive pressure for businesses may increase through e-commerce, online consumers generally enjoy a wider range of choices.
 - In light of intensified enforcement actions and improved access to redress, businesses come under greater scrutiny and pressure to refrain from infringing consumer protection laws. Most notably, the introduction of new schemes for online complaints-handling and dispute resolution raises the accountability of online sellers and marketplaces vis-à-vis consumers.
9. Rapid and disruptive developments associated with e-commerce present **clear challenges for promoting consumer trust and confidence** in an evolving online environment:
- In a brick-and-mortar store, consumers may feel more assured about the legitimacy of the seller or product quality and safety as they are able to directly inspect goods, talk to salespeople onsite, and use conventional means of payment.
 - Meanwhile, fears about fake products or fraudulent business practices stand in the way of convincing consumers to provide their personal data, such as home addresses and credit card information, for online transactions.
 - Even though e-commerce provides greater convenience and choices for consumers, there are also risks to their autonomy, safety and privacy. Although prevalent in offline transactions as well, the online environment may amplify information asymmetries and imbalances in bargaining power between businesses and consumers.
10. As new consumer vulnerabilities emerge or existing ones are exacerbated in e-commerce, effective rules are needed to better protect consumers, govern business responsibilities and take action against irresponsible or unfair practices by both individual online sellers or larger online marketplaces.

CHAPTER II. OVERVIEW OF THE GUIDELINES

11. This chapter covers the main objectives, intended use and addressees of the Guidelines, against the backdrop of relevant ASEAN frameworks and in due consideration of the **diverse regulatory and institutional frameworks** in the AMS.

ASEAN Framework

12. The Guidelines constitute a priority deliverable under the (revised) Implementation Schedule of the [ASEAN Strategic Action Plan on Consumer Protection \(ASAPCP\)](#) 2016-2025, supporting the modernization and gradual convergence of consumer protection laws in the AMS, as stated in Outcome 1.3. This is set to contribute to Strategic Goal 1 concerning a common ASEAN Consumer Protection Framework.
13. Furthermore, the Guidelines substantiate the [ASEAN High-Level Principle on Consumer Protection \(AHLPCP\) No. 8](#) which calls for the specific protection of consumers in e-commerce. Among others, this comprises devising amendments or additional legislations to strengthen consumer privacy and provide meaningful access to (online) mechanisms for settling cross-border disputes.
14. As consumer trust ultimately drives the competitiveness of businesses and the economy as a whole, it is important that e-commerce sellers and marketplaces operate on fair terms, both with each other and with consumers. This aligns with the AEC vision of creating a **dynamic, competitive and people-centered region** that delivers benefits for businesses and consumers alike.
15. The key role of e-commerce for domestic and cross-border trade in ASEAN is acknowledged under the Third Characteristic “**Enhanced Connectivity and Sectoral Cooperation**” of the AEC Blueprint 2025, Section C3 on E-Commerce. Efforts are underpinned by a strong commitment to work towards harmonizing legal frameworks in the AMS, notably with respect to coherent and comprehensive consumer protection laws, online dispute resolution (ODR), and personal data protection. In addition, measures are underway to promote seamless, secure and efficient cross-border transactions as well as enhance the digital readiness of Micro-, Small and Medium-Sized Enterprises (MSME) in ASEAN.
16. The ACCED was established to strengthen coordination on regional e-commerce efforts in ASEAN by facilitating cross-border trade of goods and services through appropriate actions in areas, such as customs, standards and consumer protection. Cooperation between the ACCP and ACCED is guided first by the ASEAN E-Commerce Work Programme and subsequently by the more comprehensive [Work Plan on the Implementation of the ASEAN Agreement on E-Commerce \(AAEC\)](#).
17. The [ASEAN Comprehensive Recovery Framework \(ACRF\)](#) acknowledges that nurturing the e-commerce sector in the region is integral to post-pandemic recovery and economic resilience. One of the five broad strategies of the ACRF concerns “Accelerating Inclusive Digital Transformation”, among others to support the internationalization efforts of MSME so that they can tap into new markets within and beyond ASEAN.
18. Complementing this, the [Bandar Seri Begawan Roadmap: An ASEAN Digital Transformation Agenda to Accelerate ASEAN’s Recovery and Digital Economy Integration \(BSBR\)](#) was endorsed in 2021, putting forward further commitments and concrete steps towards an enabling environment for a robust and resilient digital economy. This seeks to proactively address disruptions caused by the COVID-19 pandemic as well as rapid technological developments.

Consumer Protection and E-Commerce Development in ASEAN

19. As governments in many AMS take steps to respond to emerging issues in evolving digital markets, a **special role is accorded to consumer protection authorities** in ensuring that consumer rights and interests are duly accounted for. Same as in offline markets, consumer protection policy in the context of e-commerce must cover pre-contractual information obligations for businesses; safeguard consumer safety and privacy during a transaction, provide choice as well as confirmation of purchase and payment; and finally, make available post-purchase redress schemes in case consumers suffer harm or losses.

20. This general relevance notwithstanding, AMS exhibit **varying levels of comprehensiveness or maturity** when it comes to introducing and implementing actions on consumer protection in e-commerce. Although to date, all ten AMS have enacted general consumer protection laws, these may not yet be attuned to the new demands of the digital economy and online trade. In many AMS, consumer protection authorities possess a concurrent mandate with other government entities mandated for overseeing the implementation of dedicated laws on e-commerce and/or specific issues, such as data protection and privacy.
21. In e-commerce as much as in the offline economy, coordinated efforts by multiple government authorities are therefore indispensable in order to provide consumers with necessary legal protections while promoting sufficient certainty for businesses about their responsibilities. To promote the implementation of the Guidelines, AMS are encouraged to engage in **national policy dialogues** with other relevant authorities to assess the need for potential reforms and/or enforcement actions with respect to consumer protection in e-commerce.
22. In the longer term, **cross-sectoral coordination** at the domestic level should ultimately also translate into the same for the implementation of actions across AMS. This should be based on continuous exchanges among relevant ASEAN Sectoral Bodies, with a view to gradually overcoming hurdles in the heterogeneous consumer protections frameworks in the AMS.

Purpose and Scope of the Guidelines

23. With the above in mind, the Guidelines provide a **comprehensive, principle-based framework** for AMS in developing and refining regulatory responses and institutional mechanisms for consumer protection in e-commerce. As e-commerce dynamics as well as legal and economic contexts differ considerably, AMS are accorded the flexibility to take steps in a phased and adaptive manner, albeit without losing sight of common standards and consistent application, to the extent assessed by the AMS to be applicable to their respective local context.
24. Since the formulation of the Guidelines was shepherded by the ACCP, whose members are the main consumer protection authorities in the AMS, the latter are the primary intended users. To this end, the Guidelines map key issues with a **particular focus on the mandate of national ACCP focal points** of which most are situated under the purview of the trade ministries in the AMS.
25. This should, however, not preclude the **participation of other responsible government authorities** in the implementation of the Guidelines, depending on the respective country context. In the same manner as complementarity and consistency with wider ASEAN commitments on e-commerce were accounted for in the drafting of the Guidelines, it is expected that the Guidelines will be applied and anchored in the broader digital economy and transformation agenda of each AMS.
26. The Guidelines serve to provide orientation for AMS in modernizing their respective legal frameworks and instruments so that deceptive, abusive and unfair business practices in e-commerce can be effectively kept in check. AMS may also draw on these Guidelines to inform complementary advocacy and enforcement actions. **International references and recommended good practices** of other jurisdictions as well as international organizations were carefully assessed in light of ASEAN-specific concerns and challenges.
27. Specifically, the Guidelines set out **responsibilities and requirements that would equally apply to individual online sellers as well as larger online marketplaces**. AMS may consider imposing related legal obligations in order to offer consumers an adequate level of protection when engaging in e-commerce transactions.
28. At this, the Guidelines complement and expand on the [ASEAN Online Business Code of Conduct](#), which was developed by the ACCP in 2019, as an instrument to promote the application of voluntary commitments by MSME in the AMS. The commitments are broadly phrased and intended as a starting point for business dialogues as well as compliance measures that are specifically referencing the legal framework in each AMS.
29. These Guidelines also update and expand on the [Guideline on Accountabilities and Responsibilities of E-Marketplace Providers](#), which was developed by the ACCED in 2019, as an instrument to promote the application of broad principles in relation to personal data protection; e-contracting; honest advertising; and dispute resolution. These may be considered by e-commerce marketplaces in developing their own policies, terms and conditions.

30. With a view to creating a safe and trustworthy e-commerce marketplace, individual AMS would need to decide upon the **degree of institutional oversight and regulation** of online sellers and marketplaces that is appropriate in their respective country context. In some cases, this may entail the introduction of new legal instruments or updating existing ones, in conjunction with voluntary commitments by business actors.
31. The Guidelines start by describing core principles for consumer protection and how they may be undermined by common risks in e-commerce. Understanding these risks is critical for better aligning policies, laws and/or regulations with the core principles. The Guidelines are structured in a manner that broadly follows the **different stages of an e-commerce transaction** from pre-contractual information disclosure to dispute resolution and redress. A separate section is devoted to discussing implications for e-commerce platforms that act as intermediaries for individual online sellers. The final chapter concludes with notes on wider engagement within the domestic, regional and international contexts.
32. The Guidelines are **not intended as a stand-alone document**. They complement (and do not preclude the development of) other more detailed ASEAN guidance and reference documents, prepared by either the ACCP or other Sectoral Bodies, to the extent that they pertain to specific subjects that are covered broadly in these Guidelines (e.g. on platform liability; unfair contract terms; social commerce and influencer marketing; data protection and privacy etc.).
33. In order to ensure that the Guidelines remain up-to-date and applicable in view of new developments, they may be periodically reviewed and revised. This should be based on **regular reporting and discussion in the concerned Sectoral Bodies** about the need for additional guidance and/or noteworthy progress and implementation challenges in translating the Guidelines into concrete action in the AMS.

Key Terms and Definitions

34. E-commerce is understood as **commercial transactions conducted electronically on the internet** whereby the buying and selling of products and services, and transfer of money, takes place either on the website of an individual online shop or larger platform. In line with the mandate of consumer protection authorities in ASEAN, these Guidelines concentrate on online transactions between businesses and consumers (B2C).
35. It is worth noting that in many AMS, e-commerce may also take the form of **social commerce** whereby social media platforms are used to assist with marketing and selling products and services online. These Guidelines treat social commerce as a sub-set of e-commerce but do not specifically differentiate between obligations imposed on social media vs. e-commerce platforms as these operate in a largely similar manner.
36. E-commerce plays out in a wider digital ecosystem where various users, such as consumers and individual third-party buyers or sellers interact, often on large online platforms. Broadly speaking, these Guidelines consider the following groups of users:
 - **Online sellers/shops** refers to the individual entities marketing and selling their products and services either directly to consumers online (e.g through a website or social media account) or via a larger e-commerce platform or marketplace. This may include further parties and suppliers from whom online sellers and shops may source their products and services.
 - **Online or e-commerce marketplaces/platforms** denotes the digital service providers, sometimes also called “intermediaries”, that offer the space for and facilitate the interactions between sellers and consumers, often in wider digital ecosystems that span different services or sectors (e.g. finance and logistics). With social commerce in mind, this may include social media platforms.
 - **Consumer protection authorities and/or other competent authorities** acknowledges the possible concurrent mandates in some AMS with different ministries or government entities responsible for trade and digitalization issues. First and foremost, this is taken to mean the national focal points of the ACCP and ACCED.
 - **Consumers** are understood to be natural persons who purchase products and services off the internet, either via online shops, e-commerce marketplaces or social media platforms for non-business purposes.

CHAPTER III. CORE PRINCIPLES VS. COMMON RISKS FOR CONSUMER PROTECTION IN E-COMMERCE

37. The following sections outline a number of **core principles and corresponding risks** that are relevant for consumer protection in e-commerce. Although these core principles also apply to offline transactions, the specific manifestation of related risks in an online setting could serve as a starting point for AMS to refine or revise policies, laws and/or regulations in order to better protect consumers and discipline businesses.

Accessibility and Inclusivity

38. Accessibility, inclusivity and non-discrimination are foundational for safeguarding consumer rights and extending protection to all kinds of consumers, irrespective of their socioeconomic background, gender, etc. In order to “**leave no one behind**”, the special needs of certain groups of consumers merit particular attention, also to enable full, effective and equal participation in e-commerce.

39. While online transactions come with greater convenience for some consumers, there is no denying that certain groups of consumers face more pronounced challenges online, especially in the **absence of human assistance**. If online sellers and marketplaces neglect to apply the aforementioned principles in their operations as well as the design of their websites, they exclude certain groups of consumers from reaping the benefits of e-commerce. These groups include consumers with disabilities, senior citizens, or consumers from low-income households who either lack the ability, literacy or means to confidently navigate online platforms, and to fully understand contractual or payment obligations associated with an online transaction.

40. Related to these considerations is the urgency to expand the protection of **vulnerable consumers**, which is gaining in importance as a new focal area of consumer policy around the world. In line with good practices in other jurisdictions, AMS may want to emphasize the need for greater protection of vulnerable consumers, such as those who are not in a position to protect their own interests, and protecting them from unfair practices that could emerge in an e-commerce setting.

Transparency and Truthful Representation

41. In order to enable consumers to **make informed purchasing decisions**, transparency, accuracy and completeness of information should be ensured throughout all stages of a transaction, regardless of whether it takes place offline or online.

42. However, in an e-commerce setting, consumers are exposed to greater volumes of information yet have little opportunity to properly inspect or test products or services prior to making a purchase. They may therefore face particular challenges in **verifying claims** made about the quality, safety and sustainability of certain products or services that are marketed and sold online.

43. Greater automation of online purchasing processes further amplifies the risk of manipulation and misrepresentation, or that information of importance to consumers is deliberately hidden. This renders consumers in e-commerce highly susceptible to **unfair, deceptive and exploitative practices**, often without the immediate assistance or recourse they would be able to obtain offline.

44. Online sellers and marketplaces may impede accessibility, clarity and choice control, thereby **misdirecting consumers** by using or providing them with:

- Lengthy or overly legalistic terms of use and/or privacy policies that they may be highly unlikely to read;
- Complex or convoluted information and/or sets of controls that make it harder to reach a decision or change settings;
- Unclear, ambiguous or unbalanced language that raises undue expectations;
- Insufficient opportunities to review choices or withdraw consent.

45. To anticipate this, obligations to provide **clear, concise, consistent and correct information** about products and services, terms and conditions of the purchase, prices, as well as available cancellation and redress options should also be extended to e-commerce transactions.

Fairness and Consumer Choice

46. In an online environment, consumers are confronted with more information and decisions than offline. This can aggravate behavioral biases in relation to processing and assessing substantial volumes of information, prompting them to rely on heuristics (or “mental shortcuts”) to reach decisions or conclusions. The use of **new technologies can both facilitate as well as limit consumer choice** as it opens up ways to automate processes, among others by using default settings that place certain products or information more prominently, or by bundling items for purchases.
47. In this connection, so-called “**dark patterns**” pose particular risks to consumers as online sellers or marketplaces may exploit common consumer biases in the design of the user interface or choice architecture for online transactions. The term “choice architecture” refers to the ways in which information is presented, prioritized or packaged to consumers, for example on internet pages, as they make purchasing or other related decisions (e.g. about their privacy settings). How information and choices are shown can nudge consumers into decisions that may not be favorable to them, for example tricking them into purchases that they would otherwise decide against. Unable to make autonomous or informed choices due to dark patterns, they may also be bound by unwanted or burdensome contractual obligations, trapped in long-term subscriptions etc. that could, in severe cases, lead to indebtedness.
48. A similar risk arises when businesses employ targeted advertising and algorithmic profiling, based on large-scale tracking of online consumption and movement patterns. On the one hand, this allows for tailoring choices to consumer preferences and eases decision-making, resulting in greater efficiency and customer-orientation. On the other hand, **algorithmic decision-making (ADM)** can have potential adverse impacts on consumers, including regarding choice and privacy as it typically happens without the knowledge, consent and control of consumers.
49. An additional risk from ADM relates to **data collection and processing practices** which may themselves be susceptible to bias. This could result in pricing or options being presented to or withheld from consumers in a manner that discriminates against them, for example on the basis of their gender or ethnicity.
50. Similarly, consumer autonomy could be compromised by **self-preferencing practices** whereby an online marketplace uses algorithms to filter products and services in favor of particular sellers or shops. This is not only harmful for competitors but also restricts choices that consumers would otherwise be able to avail of, possibly even at the expense of better pricing or quality.
51. As regulatory responses to address the aforementioned **new-generation consumer risks** are still evolving, parallel co-regulatory efforts with the private sector, for example to encourage ethical programming, are as important as research and educational activities.

CHAPTER IV. BUSINESS RESPONSIBILITIES

52. To accommodate the core principles and address the common risks described in Chapter III, AMS are encouraged to scrutinize existing laws to determine whether **updated provisions and/or new guidance for the interpretation of existing provisions** against the backdrop of e-commerce are necessary.
53. Any prescription of fair trading conduct in e-commerce may be in the form of implementing regulations or any other legal instrument or document, as determined by each AMS according to the respective domestic framework and priorities. This also takes note of possible **intersections between different topics** where a discussion on delineating policy mandates may be pertinent to avoid overlapping regulations or inconsistent interpretations by different government entities.

Interface Design and Choice Architecture

54. A crucial concern for consumer protection in e-commerce is the proliferation of **user interfaces designed to mislead or even deceive consumers, manipulate their preferences and/or exploit vulnerabilities**. The set-up and programming of the user interface determines consumer engagement with an online seller or marketplace. Design decisions are directly supportive of the substantive information conveyed to consumers as online sellers and marketplaces can consciously choose to visually highlight certain aspects while making others more difficult to view or access.
55. The concept of **“Fairness by Design”**, promotes the development of user interfaces where fairness is essentially “built-in” as a default in the choice architecture. This is an evolving concept in which IT and substantive issues are closely intertwined. Following the good practice in other jurisdictions which have applied this approach, AMS are encouraged to assess the feasibility of promoting and applying the concept of fairness by design in their respective local context.²
56. The following main dimensions of fairness are considered under this evolving concept of “Fairness by Design” in the context of e-commerce transactions:
- **Interactional fairness** which translates into a presentable, easy-to-navigate user interface that accommodates the needs of different kinds of consumers, such as those with disabilities, low tech skills or slow internet connection.
 - **Procedural fairness** which translates into the overall ethical treatment of consumers and putting in place clear procedures, for example in relation to the provision of guarantees or refunds, and access to dispute resolution.
57. AMS should actively encourage the development of user-friendly and “barrier-free” platforms and communication channels that are easy to access and navigate, catering to consumers **with different levels of literacy or ability**. Among others, this could entail providing automated translations into different languages or having written information read out from the website for consumers with visual impairment, including blindness.
58. With a view to the wider protection of online safety, especially of minors, AMS could consider obliging online sellers and marketplaces to install **control mechanisms** to manage age-appropriate access to certain products, services, and payment options. This is another example how the design of user interfaces can help regulate and restrict online transactions preemptively in order to support compliance and enforcement efforts.
59. For the purposes of illustrating the above, consumer protection authorities in the AMS together with consumer associations could **compile guidance and good practices** that provide online businesses with concrete examples on how to integrate considerations of the concept of “fairness by design”, inclusivity and age-appropriateness in their user interfaces and choice architecture. This could go hand in hand with public awareness-raising and research about how ADM and dark patterns undermine consumer autonomy, seeing that there is still a need in many AMS to build greater understanding about these new issues before law changes can be pursued.

² See section on contract terms for details.

Online Information Disclosure

60. Consumer protection laws in all AMS contain general provisions on requiring businesses to **make clear, truthful and accurate claims** regarding their products and services. Businesses operating in e-commerce should be legally obliged to do the same with respect to the description of their products and services, as well as any contractual information relevant to an online transaction. This includes transparency about pricing, shipping and return policies, along with the display of accreditations, certifications, etc. as visual indicators of trust for the products or services on offer. Where information may still be missing, a communication channel with the seller should be available so that consumers can enquire about further details.
61. Since **disclosure obligations vary according to the types of products and services**, most AMS have introduced specific implementing regulations, guidelines and/or standards which should also be understood as applicable for the online sale of the products and services in question. Technical information should be displayed by online sellers and marketplaces to the same extent as would be necessary for an offline purchase, as governed in each AMS. Notably, this includes specifications on the quality, safety, function, origin of products; the specific scope of services to be rendered; and pricing etc.
62. Consumer protection or other relevant authorities in the AMS should put in place policies, laws and/or regulations that **prohibit misrepresentation in all kinds of sales, including those carried out online**. This should extend to different types of misleading information and advertisements, by either action or omission. Appropriate enforcement and redress should also be covered, notably in relation to unsubstantiated and/or misleading claims regarding quality, durability, safety, or sustainability. Where this is not yet (or not sufficiently) understood to be applicable also in e-commerce, specific updated rules should be devised.
63. Consumer protection authorities in the AMS should consider introducing legal provisions that **prohibit or enable action against fake online reviews by businesses, or reviews that defame competitors online** as these manipulate consumers and limit choices for certain products or services. Where fake reviews and defamation rules already exist for offline transactions, for example under provisions on unfair competition, explicitly extending them to e-commerce sends a strong signal to the business community and consumers.
64. In the interest of fairness and transparency, consumer protection authorities in the AMS should consider specific rules that **prohibit “drip pricing”**. This is a common practice in e-commerce, for example in connection with airline or concerts tickets, and car or vacation rentals, whereby the advertised price is made out to be lower while additional mandatory fees, taxes or charges are only incrementally disclosed.
65. AMS could consider the introduction of rules on a **“cooling off” period** for online sales that are regarded as having been concluded within their jurisdiction, thereby offering the possibility of reversal of funds within a certain timeframe if consumers change their mind about a purchase, provided such remedies are applied similarly to offline transactions. An important precondition for this is that businesses are also obliged to provide clear information about their terms and conditions, along with a clear and complete transaction record that can be easily referenced in case any issues occur with the purchase.
66. Aside from imposing legal obligations on information disclosure, consumer protection authorities in the AMS should engage in wider educational activities, for example by **developing and disseminating specific guides** that summarize business responsibilities as well as alert consumers to deceptive and fraudulent practices in e-commerce, notably pertaining to food, drugs, technology etc., where there is a high risk to the health, safety, wellbeing and finance of consumers. These information materials could be made available in one-stop online information portals that are easily accessible to the public and pull together all the relevant guidance on legal obligations related to information disclosure, including those governed by other government authorities.

Online Product Safety

67. In an online environment, consumers may be more susceptible to **harms from purchases of unsafe or otherwise prohibited products**, particularly as cross-border trade opens up access to a wider range of sellers while making it more difficult for consumer protection authorities and other competent authorities to effectively enforce product safety regulations. Adding to this are the limited reach and application of existing product safety rules to online sellers and marketplaces, along with a limited use or updating of

databases about product recalls and product-related injuries.

68. AMS should put in place appropriate legal instruments and enforcement mechanisms ensuring that products sold online do not harm consumer health or physical safety. Consumers in e-commerce should be offered the **same level of protection as in other forms of commerce**, and this includes product safety. At this, both individual online sellers as well as marketplaces should be vested with certain responsibilities and liability.
69. Consumer protection and other relevant authorities in the AMS should make sure that online sellers and marketplaces operate in compliance with prevalent legal requirements in the AMS, including both **mandatory and self-regulatory or voluntary schemes and standards** related to online product safety. This could entail, among others:
- Enhancing product traceability through technology and other market-led solutions, where already available, for example digitally signed quick response codes.
 - Using tools, including digital ones, to conduct periodic random checks of products that are listed for sale online³;
 - Educating online sellers about applicable safety requirements and where necessary, safety certificates, for example upon registration of their shop;
 - Disclosing information about the product specifications, country of origin as well as details about the manufacturer so as to enable traceability and determine liability;
 - Warning the public about unsafe products and if needed, offering replacements or refunds;
 - Collaborating with relevant government authorities in the reporting of unsafe products and their removal from circulation.
70. AMS should take concerted efforts to pursue **international agreements and enforcement cooperation aimed at strengthening product safety and market surveillance**, including information sharing of banned or recalled products in joint databases, also to the extent that these products can be stopped at the borders.⁴

Online Contracts

71. Broadly speaking, whether offline or online, businesses should draft their terms and conditions in plain, easily intelligible (local) language and **refrain from causing a significant imbalance to consumer rights and obligations**. The following sections contain general provisions that are set to be expanded in more comprehensive Guidelines on Unfair Contract Terms.⁵
72. Consumer protection and other relevant authorities in the AMS are advised to put in place policies, laws, regulations and/or guidelines, or upgrade existing ones, to govern **distance contracts concluded between consumers and online sellers or marketplaces**, in order to:
- Enable traceability by mandating the provision of essential information on the identity of the sellers, where possible through integration with national trade or tax registers;
 - Prevent sellers from obscuring or omitting information on terms and redress, and from excluding or limiting liability vis-à-vis consumers, to the extent that is assessed to be unfair under the laws of the AMS.
73. As to the latter, AMS presently apply **different instruments and practices to regulate unfair contract terms**, each of which may have varying scope or coverage. The following list of examples is therefore not meant to be exhaustive:

³ Where feasible, trusted “flaggers” could be employed, for example in cooperation with consumer associations.

⁴ For example through the ASEAN Product Alerts Database which is mirrored with the OECD Global Products Recalls Portal: <https://aseanconsumer.org/product-alert>

⁵ Priority Deliverable under the ASAPCP 2016-2025, slated for completion in 2023.

- Excluding or limiting the legal liability of a seller or platform vis-à-vis consumers;
- Binding consumers with a condition that is unknown to them;
- Foreseeing the retention of money paid by consumers in the event that the seller or platform unilaterally terminate the contract;
- Requiring consumers who fail to fulfil their obligation to pay a disproportionate sum of compensation;
- Authorizing and permitting the seller or platform to terminate the contract on a discretionary basis when services or goods have not been supplied;
- Allowing for a unilateral change of terms by the e-commerce platforms, seller or supplier in the platform without prior notice to consumers and offering the consumers the corresponding right to cancel the contract;
- Providing the seller or supplier the possibility of transferring their rights and obligations under the contract;
- Obliging consumers to fulfil all their obligations where the seller or supplier do not perform theirs;
- Excluding or impeding the right of consumers to take legal action or pursue any other form of remedy, particularly by requiring the consumer to take disputes exclusively to arbitration or to a specific entity (e.g. court in another country).

74. In an e-commerce setting, the collection of user data is prone to particular concerns regarding consumer privacy and autonomy. Similarly as with contract terms, **privacy notices** may be deliberately convoluted, unclear or hidden by online sellers and marketplaces. Considering that data protection and privacy are more recent concerns in most AMS, it is likely that provisions of general consumer protection laws would either need to be updated or complemented by dedicated legislation on the subject.

75. Whether or not this falls under the consumer protection mandate, competent authorities in the AMS should endeavor to put in place **enforcable rules on data protection and consent** that require informing consumers about the use of their personal data, both at the pre-contractual stage as well as throughout a transaction. Explicit consent should be obtained for the purposes of marketing and personalized advertising, as well as any sharing with third parties.⁶

76. The use of standard form contracts is an important tool that could also be replicated in the context of consumer transactions in e-commerce. Following the good practice in other jurisdictions, consumer protection and other relevant authorities in the AMS may consider developing templates or other forms of guidance to **facilitate the use of terms and privacy notices** by online sellers and marketplaces, in accordance with prevalent legal obligations.

77. An important aspect of e-commerce is that **fair transactions are not only dependent upon substantive terms and conditions**, but also heavily influenced by the design decisions made for the user interface and choice architecture of an online shop or marketplace. It is therefore critical that any guidance or obligation concerning the scope and content of contract terms in e-commerce is also viewed in relation to how these are presented to online consumers, such as in the case where the business uses small print to conceal a material fact to the consumer transaction.

78. In line with the good practices in other jurisdictions, AMS should consider the introduction of new rules and/or guidelines on the design of user-friendly online shops and marketplaces that honor consumer privacy and autonomy by **allowing consumers to actively opt-in** to the use of their personal data and other matters in relation to confirming and cancelling online transactions. This could include good practices adopted by online sellers and marketplaces, such as:⁷

- Prominent placement of buttons for agreeing to terms and conditions; privacy policies; marketing/subscriptions; completion of orders and payment of a purchase;
- Similarly prominent placement of a termination button which is unambiguously labelled and makes it as easy to cancel a contract or transaction concluded online as it is to confirm it;

⁶ See also section on consumer data and privacy.

⁷ See e.g. German Fair Consumer Contracts Act (2021).

- Online form/template, if possible automatically pre-filled with all relevant information on the transaction or contract number, and options to indicate the reason and schedule for the cancellation etc.;
- Provision of an electronic confirmation for the receipt of the termination, in order to provide certainty to consumers;
- Mandating that the above be continuously available, as well as easily and immediately accessible to consumers.

Consumer Data and Privacy

79. Consumer data is integral to e-commerce operations and fast becoming a vital commodity for businesses. This calls for empowering consumers so that they can **effectively exercise choice, consent and control over their own data**. While set apart from the scope of general consumer protection laws and outside of the scope of these Guidelines, the formulation and implementation of rules on consumer data and privacy can benefit considerably from the engagement of and dialogue with consumer protection authorities.
80. Some AMS have begun to introduce dedicated laws on data protection, albeit with considerable variation regarding scope, implementation mechanisms and enforcement records. Prevalent legal frameworks in the AMS notwithstanding, consumer protection authorities and other competent authorities in the AMS should impose obligations on online sellers and marketplaces concerning the **collection and processing of data in a lawful, fair and transparent manner**.
81. In line with **international and regional good practices on data protection**,⁸ privacy and data protection laws in the AMS should specify requirements for online sellers and marketplaces to post or publish privacy notices to inform consumers about the purpose of the collection of personal data, its use and disclosure to third parties, as well as the ways in which this will be carried out. The information should further entail details on responsibilities of the online seller and/or marketplace, measures in case of unauthorized access or loss, as well as rights of consumers with regard to their personal data and the remedies available to them.
82. **Data portability is integral to safeguarding the self-determination of consumers** in e-commerce. Consumer protection authorities and other competent authorities in the AMS should consider the introduction of rules that prevent online marketplaces, in particular, from consumer lock-in that restricts the ability of consumers to choose and benefit from the products and services of competitor businesses.
83. Similarly, AMS should consider rules for online sellers and marketplaces that allow for consumers to easily access and delete their profile and personal data, making it as easy to close an account as it is to open it. In practical terms it means that online sellers and marketplaces are obliged to place cancellation or withdrawal buttons on their website that consumers can easily find and use. An extension to this is **recognizing a “right to erase”** whereby consumers are accorded the opportunity to request that organizations delete or destroy their data upon the withdrawal of consent for its collection, use, or disclosure.
84. Data or cybersecurity are crucial concerns in e-commerce. AMS should endeavor to put in place policies, laws and/or regulations that effectively regulate responses to **data leaks or breaches** that may occur in both the public and private sphere, including on online shops or marketplaces. Obligations that may be imposed upon e-commerce businesses include, but are not limited to:
- Precautions through front-end and back-end design to minimize data-related risks caused by human error or misuse, among others by using encryption to protect sensitive information and data processed and stored online;
 - Periodic assessments to manage and mitigate risks, including the appointment of officers for data protection and compliance;
 - Reporting requirements to government authorities and users, in addition to crisis protocols to prevent further damages or harm.

⁸ See e.g. OECD Privacy Framework (2013): https://www.oecd.org/sti/economy/oecd_privacy_framework.pdf and ASEAN Framework on Personal Data Protection (2015): <https://asean.org/wp-content/uploads/2012/05/10-ASEAN-Framework-on-PDP.pdf>

85. The cross-border nature of e-commerce inevitably poses challenges for data transfers within the domestic ecosystem and across countries. AMS should look into ways to regulate online sellers and marketplaces with transnational reach and business operations that may need to be subject to a certain set of minimum standards on data protection and transfers, if not already existing laws and regulations. The ongoing work towards **Data Free Flow with Trust (DFFT)** proposes guiding principles for international cooperation on data flows under free trade agreements, in view of challenges for harmonization across jurisdictions.
86. On a more practical level, AMS should consider actively promoting the **ASEAN Model Contractual Clauses for Cross-Border Data Flows** which entail a set of voluntary standards for private sector parties that may be included in the binding legal agreements on transferring personal data across borders, thereby ensuring compliance with legal and regulatory requirements in the AMS. Templates set out responsibilities, required personal data protection measures and related obligations of the parties. This is underpinned by fundamental principles on the lawful or legal basis for the collection, use and disclosure of data; baseline data protection clauses⁹; as well as data breach notifications.

Dispute Resolution and Redress

87. Consumers have the right to seek redress in case they have been misled or harmed by businesses. As a matter of principle, they should be afforded a **choice of mechanisms through which complaints can be lodged and disputes settled in a swift, fair and cost-effective manner**. Same as in an offline setting, the first point of contact for this in e-commerce should be the business itself. If no resolution can be achieved directly with the business, consumers should be able to avail of either administrative remedies or judicial redress.
88. Online sellers and marketplaces operating in the AMS should **enable direct and efficient communication through easily accessible means**, such as email, phone, electronic contact forms etc to facilitate dealing with complaints or claims by consumers. Where chatbots or automated tools are used, it is a recommended best practice for businesses to indicate the same and ensure that also other modes of communication are made available.
89. It is further a recommended best practice for online sellers and marketplaces to set up channels for complaints-handling and by extension, dispute resolution. As concerns individual, smaller online shops, a hotline and contact details could be provided. E-commerce marketplaces could put in place a more elaborate **internal complaints-handling system** that facilitates the communication between sellers and aggrieved consumers and is professionally maintained and managed. It should be designed to be user-friendly impartial and no-arbitrary, as well as in a manner that facilitates the submission of sufficiently precise and adequately substantiated complaints. Dispute resolution procedures should be accessible and aligned with relevant laws and regulations in the AMS. Where e-commerce platforms operate across multiple countries, the applicable law should be clearly stated.
90. To the extent that internal complaints-handling and dispute resolution systems of online sellers or marketplaces are automated, **fair and non-discriminatory outcomes** should be ensured.
91. Since not all consumer disputes can be resolved directly with the seller or e-commerce platform, consumers and businesses should have the option of referring their dispute to either **government authorities, alternative dispute resolution (ADR) bodies, small claims courts etc.** To date, all AMS possess different schemes through which consumers can pursue claims against businesses, albeit with varying degrees of effectiveness.
92. AMS should **ensure that available schemes can also be used for disputes arising from e-commerce transactions**. Specifics on the latter should be governed by prevalent consumer protection laws and procedural regulations in the AMS, to be observed accordingly by the disputing parties. The principles of accessibility, affordability and efficiency should be observed in order to ensure proportionality with the nature of consumer claims.
93. Consumer protection authorities together with other competent authorities in the AMS could consider the establishment of systems for **online complaints-handling and dispute resolution that offer an alternative recourse for consumers** which may potentially be linked to e-commerce marketplaces. For such systems,

⁹ Based on the ASEAN Framework on Personal Data Protection (2016): https://asean.org/wp-content/uploads/3-ASEAN-Model-Contractual-Clauses-for-Cross-Border-Data-Flows_Final.pdf

process steps could be gradually automated and transposed online so as to balance efficiency with human assistance. Key elements that could be included are:

- Online filing of a consumer complaint or claim through a website, with automated tracking of a digital case file;
- Automated screening of the complaint or claim for validity and automated referral for processing (e.g. to a sectoral regulator or mediator);
- Virtual proceedings and online communication to enable for the disputing business and consumer, possibly with facilitation by a neutral third party, to resolve the dispute;
- Technology-enabled decisions whereby artificial intelligence is employed to resolve the dispute.

94. Under the ASAPCP 2025, AMS are committed to setting up the ASEAN ODR Network, subject to the specific context, characteristics and readiness of AMS, in order to connect domestic ODR systems in the AMS and facilitate the resolution of cross-border B2C disputes. Details on the phased establishment of the ASEAN ODR Network are outlined in the [ASEAN ODR Guidelines](#) which were completed in 2022 and take into consideration the results of an earlier [Feasibility Study for the ASEAN ODR Network](#). Consumer complaints against sellers in a different AMS may also be filed through the online complaints feature of the ACCP website: <https://www.aseanconsumer.org/consumer-complaint>.

CHAPTER V. PLATFORM REGULATION

95. **E-commerce platforms are able to exercise considerable control** over the users in their ecosystem which extends to being in a position to:
- Organize the whole process of marketing and distribution of products and services, including the ways in which individual shops or sellers are able to display their offers;
 - Have the complete overview of the identity and contact information of sellers, suppliers as well as consumers, including their online interactions;
 - Structure the entire communication as well as execution of contracts between individual sellers and consumers, including how contract terms are shaped and payment as well as redress systems set up.
96. AMS should take appropriate regulatory and enforcement steps to ensure that **platform power is paired with the responsibility to act in a consumer-centric manner**, particularly to assume an appropriate level of liability in case purchases fail to meet prevalent legal requirements and standards. This acknowledges that:
- Many if not all of the aforementioned business responsibilities on information duties, contract terms etc. should in extension also be applicable to e-commerce platforms that act as intermediaries between individual online shops or sellers and consumers.
 - That notwithstanding, determining the degree of platform responsibility and liability is another evolving policy area for which jurisdictions around the world are currently seeking solutions.
97. The following sections delve into specific concerns and obligations applicable to e-commerce platforms or marketplaces, **beyond the general business responsibilities** described in Chapter IV. However, given the novelty and complexity of platform regulation, updates may be warranted as new guidance and good practices become available that could be replicated also in the AMS.

Due Diligence

98. As part of **exercising general due diligence**, online sellers and marketplaces should adhere to prevalent policies, laws and regulations of the countries in which they operate. This entails checking necessary legal requirements, such as registration or licensing, product safety certificates etc., as well as conforming with consumer protection frameworks and standards.
99. Due to the scale and reach of their operations, AMS should consider according greater responsibility to e-commerce platforms who should be mandated to take **proactive measures to prevent consumer harm**, notably by requiring evidence of product safety requirements and identification information from third-party sellers at registration. Where such information is not yet complete, e-commerce platforms should not allow for products or services to be offered by the seller in question.
100. As concerns the design of the user interface, e-commerce platforms should uphold key principles of accessibility, transparency and fairness as much as this is required of individual shops or sellers. User interfaces should not amplify information asymmetries or run counter to data protection, i.e. they need to be designed in a manner that consumers can easily navigate the website, find accurate and reliable information, and are presented with different options to choose from. Specifically, AMS should consider providing standards and/or guidelines for e-commerce platforms related to:
- Transparency about the main parameters determining the **ranking system for search queries and recommender systems**, including making known when results are influenced by financial or corporate ties between the platform and the seller/supplier;
 - Maintaining a **fair review system** and taking action against fake shops, fake or false reviews and other forms of misleading content by and about online sellers, including communication channels for anonymous reporting on misrepresentation or any kind of inappropriate conduct of a seller/supplier that might be harmful for consumers;

- Careful design of **default settings** to uphold consumer choice and control;
 - Clear indication when consumers enter into a **contractual arrangement with individual sellers** whose identity and other information should be disclosed to enable traceability, along with indicating options for withdrawal and redress. To avoid ambiguity, it should be clearly indicated whether the platform markets the products or services in its own name or in the name of a third party who will then supply the products or services in question.
101. On the topic of personal data protection, e-commerce platforms operating in the AMS should be obliged to uphold common international standards on lawfulness; providing information and access to consumers; ensuring the completeness and accuracy of data; as well as risk mitigation and remedies.¹⁰ An added layer concerns the interface and interactions between the platform and sellers/suppliers and other entities to whom personal data is transferred, and which requires further **delineation of the roles and responsibilities of data controllers and data processors**.
102. Particular attention should be devoted to **strengthening safeguards against abusive practices by larger marketplaces** whereby consumers are bound by an unfair privacy policy of the platform that allows the marketplaces to share user data both across related and unrelated services without restriction or consent. With e-commerce platforms in many countries integrating operations in various sectors and across market segments (e.g. e-commerce, logistics, payments), consumers should be made aware of the implications for their personal data and its protection.

Duty of Care

103. While the individual sellers or shops are the first point of contact for consumers, some jurisdictions are starting to **impose a new duty of care on various types of platforms**, including social media and e-commerce sites. In the specific e-commerce context, this duty of care covers online harms, notably from the sale of illegal/unlawful/counterfeit, harmful or otherwise sub-standard goods and services. AMS are encouraged to weigh options for introducing such obligations. This could entail obliging e-commerce marketplaces to conduct routine screens of sellers operating on their sites, as part of their general due diligence and with possible legal consequences or liability.
104. Consumer protection authorities and other competent authorities in the AMS should work closely with e-commerce platforms and enlist them to **rectify and remove any content that violates applicable laws and regulations in the AMS**; take down the sellers in question; and help tracking them. Proactive reporting by e-commerce platforms, sellers and consumers to responsible authorities should be encouraged and followed up without undue delay, in particular as concerns suspicions of criminal conduct. This does not only leverage enforcement efforts but could also help in improving complaints-related data.
105. References on cases regarding the liability of internet intermediaries for third-party infringements are still limited. Where the conduct of e-commerce platforms warrants enforcement action, **sanctions should be effective, proportionate and dissuasive**, in a manner that is compatible with relevant regulations in the AMS.

¹⁰ See also section on consumer data and privacy.

CHAPTER VI. WIDER ENGAGEMENT

106. As regulatory responses to address new-generation consumer risks are continuously evolving, parallel co-regulatory efforts with the private sector are as important as research and educational activities. Moreover, the cross-sectoral and cross-border relevance of e-commerce necessitates a high level of multi-stakeholder and multilateral cooperation to ensure consistent approaches. This section covers important considerations on wider **stakeholder engagement** of consumer protection authorities, both within their own countries and in other jurisdictions.

Co-Regulation with the Private Sector

107. Not least given the fact that regulatory reforms to address new issues for consumer protection in e-commerce may take time, consumer protection authorities in the AMS should explore avenues for cooperation and dialogue with the private sector, notably with larger e-commerce marketplaces as well as business associations, in order to **encourage voluntary agreements and scale educational efforts**. Aside from complementing enforcement or regulatory responses by the government, self- or co-regulation initiatives can add momentum and drive the demand for pending reforms.

108. Building on the ASEAN Online Business Code of Conduct or similar initiatives, such as product safety pledges or anti-counterfeiting commitments, consumer protection authorities in the AMS could look into the development of **voluntary codes to be applied by individual businesses and/or industry-wide**. Codes of conduct typically exceed legal obligations and although voluntary in nature, they may be “enforced” through associations if they impose disciplinary proceedings against their members.

109. Voluntary codes of conduct could address the following issues in e-commerce, particularly in the absence of up-to-date legal provisions:

- **Accessibility**, i.e. to promote the design and adaptation of user interfaces in a manner that they become perceivable, operable and understandable to consumers with disabilities;
- **Honest advertising**, i.e. to promote the design of choice architectures and presentation of information through recommender systems in a manner that counters manipulative practices and ensures transparency, also about paid advertising;
- **Product safety**, i.e. to promote the verification and oversight of online sellers and products, including standards for the protection of minors as well as targeted measures against illegal or counterfeit products;
- **Data protection**, i.e. to promote the application of good practices for the protection of personal data in accordance with internationally accepted standards.

110. Aside from codes of conduct, the introduction of an e-commerce trust mark scheme is another important instrument to promote and reward compliance with consumer protection laws and principles. Efforts should be linked to the work mapped out in the [Feasibility Study for the ASEAN Trust Mark Scheme](#) which was finalized by the ACCED in 2022 and covers criteria for online shops, such as information display, secure payment, provision of ODR, as well as fair return and refund policies.

Consumer Education and Research

111. Consumer education is a crucial prerequisite for the effectiveness of a consumer protection system that is not only reactive but also exposes a **high degree of consumer literacy and empowerment**. Well-informed and educated consumers who know about the risks in e-commerce are in a better position to protect themselves against unethical and irresponsible sellers, both offline and online.

112. In many AMS, consumers are not sufficiently educated or empowered so as to be able to independently protect themselves against online sellers and platforms. The pilot [ASEAN Consumer Empowerment Index \(ACEI\)](#) in 2020 attested only a moderate degree of consumer empowerment across all AMS. This should be remedied through outreach campaigns and research particularly focusing on new-generation consumer issues, such as risks stemming from online scams, fake reviews or ratings, fake shops, as well as counterfeit products which also come with pronounced enforcement challenges in terms of traceability. Mystery shopping could further generate insights and concrete examples of “dark patterns” or discriminatory algorithms, to support evidence-based policy-making.

Cross-Sectoral Coordination

113. Regulatory efforts in e-commerce require the coordinated and concerted efforts of multiple government entities. Following the good practices in other jurisdictions, AMS may consider looking into ways to step up cross-sectoral coordination by setting up **inter-agency fora**¹¹ in order to address the pronounced interfaces between different policy areas when it comes to regulating e-commerce activities that are in the interest of governments, the private sector, and the consumers themselves. Among the authorities to be engaged in policy dialogues on consumer protection in e-commerce are those responsible for the topics of competition policy, data protection, financial services, ITC, and wider trade issues (e.g. MSME promotion).
114. The forthcoming **ASEAN Consumer Impact Assessment (CIA) Guidelines and Toolkit**¹² could prove useful in systematically screening planned policy or legislative proposals on e-commerce according to their likely impacts on consumers, as well as in checking whether existing rules result in adverse impacts or burdens on consumers. Consumer protection authorities in the AMS are encouraged to actively seek opportunities to apply the methodology set out in the CIA in relation to e-commerce policies, laws and/or regulations and to feed insights derived from the results into wider policy dialogues and inter-agency fora.

International and Cross-Border Cooperation

115. There are a number of ways in which regional or international cooperation can advance consumer protection in e-commerce. Consumer protection authorities in the AMS may refer to and take inspiration from the proposed measures outlined in the **ASEAN Cooperation Framework on Consumer Protection (ACF-CP)** which was developed by the ACCP in 2019. Examples include mutual assistance, parallel investigations and/or joint enforcement; online market surveillance, notably through internet sweeps and product recalls across jurisdictions; or cooperation on (online) dispute resolution.
116. Besides cooperation through the ACCP, other ASEAN Sectoral Bodies concerned with e-commerce issues also engage in regular dialogue and cooperation. AMS should consider regularly organizing **interface workshops to address concurrent mandates and complementary actions** by relevant government authorities represented in these different Sectoral Bodies. This could aid in raising broader awareness about how policy issues are closely interlinked and what coordinated efforts should be pursued also at the country level.
117. Where this is feasible and useful for the **sharing of good practices and lessons learnt beyond ASEAN**, engagement with other development partners (e.g. under existing free trade agreements) as well as international organizations could be sought, for example with Consumers International, the International Consumer Protection Enforcement Network (ICPEN), Organization for Economic Co-operation and Development (OECD), or United Nations Conference on Trade and Development (UNCTAD).

¹¹ See e.g. Digital Platforms Regulators Forum (Australia): <https://www.accc.gov.au/update/communique-digital-platforms-regulators-forum> or Digital Regulation Cooperation Forum (UK): <https://www.gov.uk/government/collections/the-digital-regulation-cooperation-forum>

¹² Priority deliverable slated for completion in 2022.

ANNEX

List of ASEAN Documents related to Consumer Protection and E-Commerce

[E-ASEAN Framework Agreement](#)

[ASEAN Digital Integration Framework Action Plan \(DIFAP\) 2019-2025](#)

[ASEAN Digital Masterplan 2025](#)

[ASEAN Agreement on E-Commerce](#)

[Work Plan on the Implementation of the ASEAN Agreement on E-Commerce](#)

[ASEAN Comprehensive Recovery Framework \(ACRF\)](#)

[ASEAN Comprehensive Recovery Framework \(ACRF\) Implementation Plan](#)

[Guideline on Accountabilities and Responsibilities of E-Marketplace Providers](#)

[ASEAN Strategic Action Plan on Consumer Protection \(ASAPCP\) 2016-2025](#)

[ASEAN High-Level Principle on Consumer Protection \(AHLPCP\)](#)

[The 2nd edition of the Handbook on ASEAN Consumer Protection Laws and Regulations](#)

[ASEAN Online Business Code of Conduct](#)

[ASEAN ODR Guidelines](#)

[Feasibility Study for the ASEAN ODR Network](#)

[ASEAN Capacity Building Roadmap for Consumer Protection 2025](#)

[Training Manuals on Phones, Internet Services, and E-Commerce](#)

[Feasibility Study for the ASEAN Trust Mark Scheme](#)

ASEAN Consumer Impact Assessment (CIA) Guidelines and Toolkit (forthcoming)

Overview of Main Legislation on Consumer Protection and E-Commerce in ASEAN

Brunei Darussalam	No consumer protection legislation for e-commerce transactions
Cambodia	Law on Electronic Commerce 2019 (" E-commerce Law ")
Indonesia	<ul style="list-style-type: none"> • Law No. 19 of 2016 on Amendment to Law No. 11 of 2008 on Electronic Information and Transaction Law ("EIT Law") • Law No. 7 of 2014 on Trade ("Trade Law") • Government Regulation No. 80 of 2019 on Trade Through Electronic Systems ("GR 80")
Lao PDR	Decree on E-Commerce No. 296/GOV 2021 (" E-Commerce Decree ")
Malaysia	Consumer Protection (Electronic Trade Transactions) Regulations 2012 (" CPR 2012 ")
Myanmar	Draft E-Commerce Operation Guidelines 2020 (in the process of formulating)
The Philippines	<ul style="list-style-type: none"> • Joint Administrative Order No. 01 of 2008 concerning the Rules and Regulations for Consumer Protection in a Transaction covered by the Consumer Act of the Philippines through Electronic Means under the E-Commerce Act • Joint Administrative Order No. 22-01 of 2022 concerning Guidelines for Online Businesses Reiterating the Laws and Regulations Applicable to Online Businesses and Consumers • Department of Trade and Industry (DTI) Department Administrative Order No. 20-05 of 2020 concerning Development of a Philippine Online Dispute Resolution System (PODRS)
Singapore	<p>Consumer protection legislation: Consumer Protection (Fair Trading) Act 2003</p> <p>E-commerce standards: Guidelines for Electronic Commerce Transactions (Technical Reference 76) 2020</p>
Thailand	<ul style="list-style-type: none"> • Direct Sale and Direct Marketing Act (No. 3) B.E. 2560 (2017) on the amendment of Direct Sale and Direct Marketing Act B.E 2545 (2002) • Ministry of Commerce Notification No 44 B.E. 2560 (2017) on Displaying of Price and Details of Goods and Services Sold via E-commerce System or Online
Viet Nam	Decree 85/2021 on the amendment of Decree 52/2013 on e-commerce (" E-Commerce Decree ")

