

CONSUMER PROTECTION GUARANTEES IN E-COMMERCE AROUND THE WORLD, FOCUS ON FOOD PRODUCT PURCHASES AND EU REGULATION

ZÁRUKY OCHRANY SPOTREBITEĽOV V ELEKTRONICKOM OBCHODE NA CELOM SVETE, ZAMERANIE NA NÁKUP POTRAVÍN A REGULÁCIU EÚ

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I Introduction

People in many countries around the world have experienced various behavioral, social, technological,

and economic changes as a result of the recent COVID-19 pandemic. One noteworthy change in consumer behavior is the increasing reliance on Information

Abstract (EN)

As more and more people shop online, the e-commerce industry has become more scalable. People are forced to shop online because they were afraid to go to physical stores during the pandemic, and are used to it after the pandemic is over. This research will focus on the details of e-commerce around the world as well as the issues of protecting consumer rights online, with a specific focus on consumer rights when purchasing food products online and the regulatory framework of the European Union (EU). Are the eight basic consumer rights recognized by the UN included in e-commerce operations and are they sufficient to protect consumers or do consumers need other principles that fit the new phenomenon in e-commerce operations? The main objective of this research are to study the current situation of e-commerce around the world and identify the principles of online consumer protection. The legal jurisprudence approach was used, supplemented by illustrative research, and the intensive desk research approach was used to collect data. The study employs a legal-analytical methodology to evaluate how EU regulations, including Directive 2011/83/EU on consumer rights, Regulation (EC) No. 178/2002 on food safety, and Regulation (EU) No. 1169/2011 on food information to consumers, guarantee fairness, traceability, and transparency in online food markets. The results showed that there is no objection to using the basic rules for protecting the ordinary consumer, but there is a need to create additional laws to protect the electronic consumer, or to amend what is existing in line with the developments, which would protect individuals from deceptive and misleading policies and practices of unfair commercial conduct that takes place over the Internet.

Keywords (EN)

consumer protection, guarantees in e-commerce, global consumer rights, EU regulation, food safety

Abstrakt (SK)

Keďže čoraz viac ľudí nakupuje online, odvetvie elektronického obchodu sa stalo škálovateľnejším. Ľudia sú nútení nakupovať online, pretože sa počas pandémie báli chodiť do kamenných obchodov a po skončení pandémie si na to zvykli. Tento výskum sa zameria na detaily elektronického obchodu na celom svete, ako aj na otázky ochrany práv spotrebiteľov online, s osobitným zameraním na práva spotrebiteľov pri nákupe potravín online a regulačný rámec Európskej únie (EÚ). Existuje osem základných práv spotrebiteľov uznaných OSN zahrnutých do operácií elektronického obchodu. Otázkou je, či sú tieto práva postačujúce na ochranu spotrebiteľov, alebo spotrebiteľia potrebujú iné zásady, ktoré zodpovedajú novému fenoménu v operáciách elektronického obchodu? Hlavným cieľom tohto výskumu je analyzovať súčasnú situáciu elektronického obchodu na celom svete a identifikovať zásady ochrany spotrebiteľov online. Pri vypracovaní príspevku bol použitý prístup právnej judikatúry, doplnený ilustratívnym výskumom, pričom na zber údajov sa použil prístup intenzívneho výskumu. Štúdia využíva právno-analytickú metodiku na vyhodnotenie toho, ako nariadenia EÚ vrátane smernice 2011/83/EÚ o právach spotrebiteľov, nariadenia (ES) č. 178/2002 o bezpečnosti potravín a nariadenia (EÚ) č. 1169/2011 o informáciách o potravinách pre spotrebiteľov zaručujú spravodlivosť, výsledovateľnosť a transparentnosť na online trhoch s potravinami. Výsledky ukázali, že neexistujú námietky voči používaniu základných pravidiel na ochranu bežného spotrebiteľa, ale je potrebné vytvoriť ďalšie zákony na ochranu elektronického spotrebiteľa alebo zmeniť existujúce pravidlá v súlade s vývojom, ktoré by chránili jednotlivcov pred klamlivými a zavádzajúcimi politikami a praktikami nekalého obchodného správania, ku ktorým dochádza na internete.

Kľúčové slová (SK)

ochrana spotrebiteľa, záruky v elektronickom obchode, globálne práva spotrebiteľov, regulácia EÚ, bezpečnosť potravín

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and Communication Technology for everyday tasks. As a result, many organizations have encouraged and accelerated the process of going digital. Some companies have started selling their goods and services online, while others have seen an increase in sales as a result of these platforms. E-commerce platforms offer several benefits for both buyers and sellers, but there are risks and difficulties to be aware of. The challenges surrounding the quality and assurance of the services offered by e-commerce platforms have become even more important after the start of the pandemic⁽¹⁾. The evolution is very fast. Here, the use of information technology is an effort to accelerate the improvement of social welfare and make it easier for people to find work or receive public and private services. Over the past century, technological developments have affected almost every aspect of life⁽²⁾. E-commerce involves risks such as defective products, lost goods, poor customer service, and consumer fraud, which is the most serious. Although this digital shift has made food markets more accessible and convenient, it has also brought forth new ethical and legal issues pertaining to consumer safety, transparency, and rights protection. E-commerce restricts consumers' capacity to personally inspect food products, precisely read labels, or confirm storage and transport conditions, in contrast to traditional retail. E-commerce customers can't examine products as thoroughly as they do in the brick-and-mortar world because they are purchased online and shipped to them. Therefore, the ability to access accurate and relevant data on buyers and sellers is a prerequisite for running an online store. It is difficult for customers to obtain refunds or seek help from sellers if they are not satisfied with the product they purchased through an online transaction, since it is very easy to hide the identity of the seller in the digital space. Customers may become less trusting online as a result. Thus, the benefits of e-commerce also come with risks, which may erode the trust of customers and consumers. The use of the World Wide Web by a seller allows them to market their product sales beyond their country's borders, leading to several dishonest marketing techniques, the use of less secure payment methods for customers, and a lack of consumer privacy protection. Eliminating or at least minimizing risks to consumer safety is essential for the development of international e-marketplaces.⁽³⁾ In this regard, the European Union has created a thorough framework that combines basic consumer protection with safety regulations unique to food. Traceability, risk assessment, and accountability

were established by the General Food Law Regulation (EC) No. 178/2002 for all food chain participants, including internet merchants.⁽⁴⁾ In the meanwhile, Regulation (EU) 1169/2011 requires accurate and clear food labeling for distance selling, guaranteeing that customers who buy food online have access to the same information as those who shop in physical locations. The rights of withdrawal, transparency, and pre-contractual information are further extended to online transactions by Directive 2011/83/EU. When taken as a whole, these regulations serve as a global standard for controlling e-commerce related to food.⁽⁵⁾ The consumer is the weakest party in the economic chain, whether in traditional or e-commerce, and is the most vulnerable to harmful behaviors practiced by economic interveners, are the eight basic consumer rights "The original essential consumer rights are: the right to choose, the right to security, the right to be informed, and the right to be heard; four additional rights have been added by the International Consumer Organization, as follows: Rights to remedy or correction, environmental health, service, and consumer education". sufficient to protect the consumer, or does the consumer need other principles commensurate with the new phenomenon of e-commerce operations?

1.1 Legal Terminology

The researcher will use common e-commerce terms and topics related to consumer protection:

1.1.1 Electronic Consumer

There is no doubt that the definition of "consumer" has generated so much controversy that it has led to the division of jurisprudence into two categories: Narrow and broad concepts. In defining the former, proponents focused on the goal an individual aim to achieve when entering into a contract for a good or service. "A natural person who obtains or can obtain consumer goods or services of the same nature for the sole purpose of satisfying his personal or family needs," is how French jurist Raymond defined it, excluding professions and enterprise. Another side of the French jurisprudential schools described him as a person who owns or uses goods or services for non-professional use.⁽⁶⁾ Article 2 of Law 09-03 defines the consumer as: Any natural or legal person who acquires, for a fee or free of charge, a good or service intended for final use to satisfy his personal needs or the needs of another person or an

¹ Oliveira et al. (2023).

² Santoso (2022).

³ Barkatullah (2018).

⁴ European Commission. (2022).

⁵ European Parliament & Council. (2011).

⁶ Tarek (2015).

animal in his care.⁽⁷⁾ The Algerian legislator addressed the definition of the e-consumer through Article 06 of the E-Commerce Law as (Article 6 of Law 05-18): “Any natural or legal person who acquires, for compensation or free of charge, a good or service through electronic communications from the electronic supplier for final use.” It is clear from this definition that the Algerian legislator has taken the narrow concept that limits it to a personal, non-professional purpose, whether for natural or legal persons. The protection is conditional on the fact that the behavior is directed to satisfy personal and family needs, not professional needs, and therefore does not recognize the professional as a consumer and does not assign him protection.

1.1.2 Electronic Commerce

International organizations have provided multiple definitions of e-commerce. The World Trade Organization’s definition of e-commerce has been considered more comprehensive than other definitions, as it encompasses a wide range of transactions, the establishment of trade links, and the marketing and distribution of products, all of which rely on electronic media. This definition goes beyond the simple exchange of goods and services through electronic means to include production, marketing, selling, and advertising. Marketing, shipping, and post-purchase assistance.⁽⁸⁾ The term “e-commerce” is associated with the ICT revolution, which in turn offers new horizons for the exchange of data and information, to achieve many goals such as advertising, negotiating, contracting, and business promotion, selling and buying. E-commerce is a type of business model that enables a company or individual to conduct business over an electronic network, usually the Internet. E-commerce operates in all four major market segments: Business to Business, Business to Consumer, Consumer to Consumer and Consumer to Business. One of the simplest definitions is the joint statement issued by the Committees of the Boards of Trade and Industry of the United States and Japan: “E-commerce – commercial activities conducted through electronic communications.”⁽⁹⁾ In short, e-commerce means the buying and selling of goods and services, including digital products, over a digital and electronic network.

1.1.3 Consumer Rights

Consumer rights were introduced in order to protect the interests of consumers. In the modern world, consumer rights are well established and successfully enforced. The elected governments in various countries have done a good job in raising awareness of consumer rights. Compared to people in developing countries such as Bangladesh, Sri Lanka, and India, people in the West are more aware of their rights as consumers. The poor and illiterate classes are still ignorant of their rights as consumers; only the educated class is aware of these rights.⁽¹⁰⁾ In 1985, the United Nations General Assembly recognized eight core consumer rights, prompting consumers to advocate for global consumer protection measures. March 15 is World Consumer Rights Day. The original essential consumer rights include:

- right to choose,
- the right to safety,
- right to access information,
- right to be heard.

Consumers international has added four more rights:

1. right to recompense or treatment,
2. the right to environmental health,
3. right to service.,
4. the right to consumer education”.⁽¹¹⁾

II Methods

Social research is the systematic study of social, political, or other factual conditions to discover the unknown or known factors that operate behind a particular phenomenon, to understand why something happens, and to draw general conclusions and inferences, which is to determine the cause and effect of a particular issue.⁽¹²⁾ The purpose of research design is to provide the structure and procedures for conducting research to answer the questions raised in the research. The traditional legal method aims to examine and analyze how laws and legal institutions work in a systematic way. The doctrinal study entails a methodical examination of EU laws pertaining to food safety and e-commerce, with an emphasis on how they integrate with global consumer protection principles. The researcher used a combination of two approaches, inductive and analytical, to explore and analyze the legal texts in the field of consumer protection in matters related to e-commerce to reach the most important legal guarantees established

⁷ Algerian Law No. 09-03 dated 2009/02/25 on Consumer Protection and Suppression of Fraud, JR, 15 of March 8, 2009.

⁸ Khudur, Muslim, Sayhod (2019).

⁹ Ruzinazarov, Bakhramova Bakhramovna (2022).

¹⁰ Liaqat, Jindal (2018).

¹¹ Bekhouche, (2018).

¹² Yaqin (2007).

in this matter and the shortcomings that exist in this aspect. The use of two different approaches helped the researcher to achieve the research objectives by answering the research questions in full. The two approaches were chosen because of their suitability to provide quick answers to the initial research objectives. A library approach was used to gather original legal documents. For this purpose, the library of Fahd Bin Sultan University, Saudi Arabia, was used as a source of primary legal materials. Secondary data, books, articles, reports, and online databases were equally obtained through the library approach. The data used in this research is primary and secondary. Primary data are relevant materials such as legislation, laws, and case law related to consumer protection in e-commerce. Peer-reviewed literature, court rulings, and EU directives are examples of secondary data sources. Data was gathered from academic databases, EU law repositories (EUR-Lex), and institutional publications from the European Commission and the United Nations Conference on Trade and Development (UNCTAD).

III Results and Discussion

3.1 Rules and Guarantees for Consumer Protection in E-Commerce

The electronic consumer is the weakest party in this type of trade. The means used in electronic contracting, represented by contemporary technologies in the Internet world, impose the need for additional protection, as the use of this technology has further widened the contractual imbalance that arose with the emergence of consumer contracts. Compared to the merchant with whom he contracts, the consumer, who is at the center of the commercial process, is in the position of a weak party. The consumer deals with the contract with basic knowledge and simple knowledge that may not exceed the simple techniques of e-commerce, while the merchant is the stronger party because they can manage e-commerce practices on websites professionally. Hence, we must enact new laws to protect e-consumers or amend existing laws to keep up with the changes in contracts. These laws would protect people from unfair online transactions that involve deceptive and misleading policies and practices. While online contracting has made it possible for consumers to shop in ways that were not possible with traditional contracting, it has also solved several issues and allowed them to peruse a variety of virtual stores at their leisure and with freedom. But in parallel, new issues have emerged, and the consumer is now aware of and vulnerable to them. This highlights the need for legislators to develop tailored safeguards

for online consumers, safeguards that will instill confidence in the consumer when transacting within the confines of e-commerce.

3.1.1 The Basic Fundamental Rights of the Consumer

When the General Assembly of the UN adopted the Guidelines for the Protection of Consumer Rights in April 1985, taking into account consumer rights legislation in the European Common Market, the issue of consumer rights protection gained international attention and served as a basis for governments to develop policies and laws in this area. Eight basic consumer rights were emphasized in a resolution of the United Nations General Assembly entitled “Guidelines in the Protection of Consumer Rights”: The right to information, the right to consumer education, the right to safety, the right to choice, the right to quality, the right to compensation, the right to environmental health, and the right to be heard. Through Directive 2011/83/EU on consumer rights, which unifies withdrawal policies, return procedures, and pre-contractual information responsibilities, the EU has modified these rights.⁽¹³⁾ By mandating openness in online rankings and product authenticity declarations, the Omnibus Directive (EU) 2019/2161 substantially strengthens consumer remedies. This shows how a system that foresees digital risks has evolved from simple consumer guarantees.⁽¹⁴⁾

3.1.2 General Principles of E-Commerce

Forrester Research estimated that the global e-commerce market reached \$1.4 trillion in 2016. This market is growing rapidly. E-commerce in Europe is estimated to be worth €340 billion. The consumer protection landscape is evolving in tandem with the growth prospects of global e-commerce. Customers can buy products and services from almost anywhere without leaving their homes, and they can recognize them at any time. However, regardless of the technical methods used to complete the transaction, several issues related to the need to protect consumer rights arise during transactions involving consumers. Both domestic and international private law are characterized by many issues. These include, in particular, product returns and customer complaints, among others. Customers must guarantee that they act in a safe atmosphere so that the sector continues to develop.⁽¹⁵⁾

¹³ European Parliament & Council. (2011).

¹⁴ European Parliament & Council. (2019).

¹⁵ Kirillova et al. (2016).

International law highlights the following principles of e-commerce:

- The freedom concept to enter into contracts on the Internet, which prohibits forcing anyone to enter into a contract on the Internet or imposing burdensome requirements in the. Process of entering into such a contract.
- The concept of acceptable state intervention on the Internet. The state should only utilize regulatory measures that are actually necessary to tackle pressing problems in the sphere of high-tech development, and limits and prohibitions should be imposed only when other regulatory mechanisms cannot be used.
- Regulation by law prioritizes regulatory measures. Mandatory laws can only be used to preserve the critical legal rights and interests of individuals, societies, and the state. Regulations governing e-commerce operations should be prioritized.
- The idea that e-commerce should grow freely and that free competition should be encouraged. The proposed legislation may not impose any restrictions on international e-commerce or free competition.⁽¹⁶⁾

Scholars specifically state that the concepts of online safeguarding of consumer rights should be prioritized over the eight basic consumer rights mentioned in the UN. Assembly decision. The legislative regulation of ecommerce, like that of traditional commerce, is based on the principles of ensuring legal protection of e-commerce participants' rights, as well as equality among participants in the interactions they govern, freedom of contract, unrestricted business activity, and free circulation of goods, services, and finance across the territory.

3.1.3 Adapting Basic Consumer Rights to E-Consumer Rights

Under to the concept of consumer information, the seller must offer the consumer with necessary and trustworthy information about the product (work, service) that meets the specifications of its content and distribution methods as specified by law. It should be noted that this principle is even more important in electronic contracting, because electronic contracting takes place without a real meeting between the parties to the contract, and without the consumer having a real inspection of the contracted object.⁽¹⁷⁾ When it comes to purchasing products online, In addition to the supplier's official name, the client must be given

information about the information services vendor, including the precise spot of the supplier's place of registration. Legal professionals also point out that the electronic address, supplier registration location, and register for businesses must all be included.⁽¹⁸⁾ The regulation implies the existence of a license, and when the. supplier's services fall under a regulated sphere of professional activity, information about the trade association to which the supplier belongs must be disclosed. The information about the offerings provided by the manufacturer assumes that electronic messages are part of the data associated to the products or services. The amount of information sufficient to allow the consumer to make an informed choice is determined, including "explicit and accurate information about the companies themselves, the goods they sell, and the services they provide, as well as the terms of sale". They additionally require payment protection systems and transparent protocols for validating transactions.

Information is one of the selection criteria for consumers. Only based on complete and reliable information can a consumer choose a product that has all the qualities necessary for them? Thus, consumers' ability to obtain information is inextricably linked with the ability to make a choice. Information should include both specifically required details on food and non-food items, labor and services, as well as generally required information about the content of any product (price, instructions for safe and effective use, manufacturers' addresses, etc.). Thus, the idea of providing the customer with comprehensive information about. the product and the employer, when selling products remotely, is one of the basic principles of online commerce.

The "overlap" principle means that effective and transparent consumer protection should be provided in e-commerce, which is in no way inferior to that guaranteed in other types of commerce. In addition, in e-commerce we have the concept of returning ability of goods purchased. online. The potential of returning a purchase comes without clarification, particularly when purchasing products online or in any other remote manner (e.g., ordering by cellphone or mailing). If the consumer buys a product in person, they can only return the goods if they are defective. If the consumer receives. a defective product, or not the product they ordered, they have the right to complain to the supplier. The consumer's right to withdraw or withdraw from the contract is one of the most important aspects of the legal protection of the e-consumer. According to jurisprudence, the e-consumer enjoys the right of visibility. This right ensures that the consumer is protected from fraud, deception, deceit or

¹⁶ Kirillova et al. (2016).

¹⁷ Saad Hawass, Atta (2024)

¹⁸ Saraf, Ashraf, Kazi (2013).

misrepresentation on the part of the seller. This right is mentioned in the text of Article 6 of European Directive No. 97/7, as it states: In all sales, the buyer may return the product to the seller for exchange or refund within seven full days calculated from the date of delivery of the goods, without any penalties except for referral expenses.⁽¹⁹⁾ The e-consumer can obtain a new item in accordance with the order or repair the defect, and in all cases, the consumer can be compensated in case of damage. It has also been argued that attention should be paid to protecting the personal data of citizens and potential online buyers. As a result, vendors must first get purchasers' consent to collect and use their private information, inform them of the collecting methods, and keep the data received confidential. The unauthorized disclosure, sale, or exchange of buyers' personal information is forbidden. Second, spamming is prohibited: Business operators are not authorized to send any commercial information to buyers without their consent to receive it, or by outright refusing the receipt of this kind of data.⁽²⁰⁾

On the other hand, due to the rapid development of e-commerce transactions on the one hand, and the disadvantages of existing payment methods, especially electronic payment cards, revealed by the reality of the Internet, companies and international organizations interested in e-commerce have resorted to research a set of mechanisms and mechanisms for the security and safety of online payment, including the development of security and safety protocols to provide a safe environment and consumer protection when paying online.

3.1.4 Electronic Consumer Protection Rules

According to several researchers, consumers who shop online need to ensure effective protections that match or exceed those offered to those who shop offline. They have identified three of the most troubling issues facing online shoppers: The consumer's inability to inspect products and labels, the anonymity of vendors, who can be challenging to locate, and the challenges in resolving disputes that arise from these transactions. Clearly, there is a growing need for disclosure of information about business owners involved in online commerce, their goods and services, and the terms and circumstances governing such transactions. Experts have identified the need for systems that underline and assure that clients who click on an online advertisement are not bound by the terms of a contract they did not mean to enter. Consumer advocacy groups also push for the right to cancel an order, product delivery protection,

and an acceptable risk allocation based on identifying technology.

3.1.5 Principles of Online Consumer Protection

- 1/ Legislation on e-commerce should be based on the following principles: "equality of participants in the interactions regulated by the principles, freedom of contract, unhindered commercial activity, free movement of goods, services and finance across the entire territory, parties who have concluded a transaction cannot doubt its reality and binding nature simply because it was concluded electronically, and guaranteed legal protection of the rights of participants in e-commerce".
- 2/ Ensure that the identity of sellers and traders is disclosed by adhering to the following points:
 - a) the official name of the supplier,
 - b) the geographic address of the supplier's place of registration,
 - c) email address,
 - d) an organization registry, or other registry, where the supplier is registered, and its registration number,
 - e) having a license, if required by law,
 - f) If the services provided by the supplier belong to a regulated professional activity, there must be information about the professional organization of which the supplier is a member.
- 3/ The mandatory information about the services provided by the Supplier assumes that electronic messages that form part of the goods or information services must fulfill, at least, the following requirements:
 - a) be very clear,
 - b) the individual or organization to which it is directed must be clearly identified,
 - c) product-related promotional suggestions – such as discounts, prizes, and giveaways – should be clearly defined,
 - d) the conditions that must be met to obtain it must be clearly and unambiguously formulated,
 - e) contests and advertising games must be clearly defined, and the wording of the conditions for participation must be clear and unambiguous".
- 4/ E-commerce means the conclusion of the following contracts, by means of electronic tools (although not limited to this): Contracts for purchase or sale, supply, paid services, transportation, loan or credit, financing with waiver of financial responsibility, deposit account, bank account, payments, storage, insurance, ordering, commission, agency agreement, lawyer's management of property, franchise, general.

¹⁹ Hawalef (2016).

²⁰ Kirillova et al. (2016).

partnership, in along with the acquisition and realization, using electronic means, of other rights and obligations in the field of commercial activity.

When applying the concepts of online consumer rights protection, care should be taken to make sure that they are in conformity with international trade responsibilities and do not impede global trade.

3.1.6 Consumer Rights When Purchasing Food Products Online

Due to their direct impact on public health, food products are particularly sensitive in internet commerce. Food safety duties are outlined in Regulation (EC) No. 178/2002, which forbids the sale of dangerous food and requires complete traceability of ingredients and provenance.⁽²¹⁾ This regulation affects all food business operators, including online merchants and brokers.

Regulation (EU) No. 1169/2011 strengthens consumers' right to information by mandating that all critical food labeling information, such as allergies, nutritional values, and expiry dates, be accessible before purchase. This ensures informed customer choices in distance contracts.⁽²²⁾

Directive 2011/83/EU ensures the right to redress by enabling customers to cancel online food orders within 14 days, unless the goods are perishable. Furthermore, the Online Dispute Resolution Regulation (EU) 524/2013 offers accessible cross-border remedies for disputes in online food transactions.⁽²³⁾

The Digital Services Act (Regulation (EU) 2022/2065) increases accountability by mandating platforms to validate trader identities and remove hazardous or fraudulent postings immediately.⁽²⁴⁾ Together, these approaches support health protection, fairness, and digital transparency in food e-commerce.

3.1.7 Integration of Food Safety and E-Commerce Regulation in the EU

The "farm-to-fork" principle underpins EU food regulation, ensuring traceability throughout the whole production and distribution chain. Regulation (EU) 2017/625 strengthens official restrictions by allowing authorities to investigate online activities and digital advertising of food.⁽²⁵⁾

EU legislation expands consumer protection procedures to virtual marketplaces by requiring online sellers and intermediaries to be jointly accountable.

This integration is consistent with the precautionary principle and public health protection in Article 168 of the Treaty on the Functioning of the European Union (TFEU). As Oliveira et al. (2023) point out, the effectiveness of digital consumer protection depends on the coexistence of transparency, accountability, and technical adaptation.⁽²⁶⁾

3.1.8 Challenges and Emerging Issues in EU

Despite strong EU regulations, gaps in enforcement continue among member states. National agencies differ in their capacity to monitor and prosecute online food sellers, resulting in varied consumer protection outcomes.⁽²⁷⁾

Small online vendors confront financial and technical challenges in meeting sophisticated labeling and traceability requirements. The emergence of third-party platforms complicates liability because intermediaries may not always verify the legality or origin of food goods.⁽²⁸⁾

Furthermore, the jurisdictional complexity of the Brussels I Regulation (Recast) 1215/2012 makes it difficult to determine applicable legislation in cross-border food disputes. Continuous legal adaptation and international cooperation are thus necessary to maintain uniform consumer safeguards in the expanding digital marketplace.⁽²⁹⁾

3.1.9 Rationale and Importance of Online Consumer Protection

After the laws have protected the consumer contracting by traditional means as the weakest party in the consumption contract economically and cognitively, this protection has been extended to the consumer contracting at a distance, as he is in dire need of protection and is even more vulnerable than the consumer contracting by traditional means. The procedures of the remote consumer contract in light of the development of modern means of communication raised many issues that made the general rules unable to find solutions to all these issues, which required confronting this with unconventional solutions. The consumer must be protected before, during the conclusion of the contract and during its execution, as the consumer, after negotiations, declares his will conclude the contract by sending the required data by e-mail, and thus what he issued is an affirmative contract, and the professional/professional sends his acceptance,

²¹ European Commission. (2022).

²² European Parliament & Council. (2011).

²³ European Parliament & Council. (2013).

²⁴ European Parliament & Council. (2022).

²⁵ European Parliament & Council. (2017).

²⁶ Oliveira et al. (2023).

²⁷ Santoso (2022).

²⁸ Saraf, Ashraf, Kazi (2013).

²⁹ Ibid.

and the consumer contract is concluded remotely. Or vice versa, the professional may be displaying their services and goods on their website, realizing the concept of an offer addressed to the public or an unspecified number of customers, and the consumer comes forward and requests the supply of the good or service, he is considered an acceptor, and the consumption contract is concluded remotely "electronically". Whether the consumer and the professional are located within one country (national remote consumption contract) or in different countries (international remote consumption contract), the entire consumption process must be surrounded by safeguards through which the vulnerable party, the consumer, is protected, on the one hand Protecting his consent, protecting him from the arbitrariness of the professional and protecting him against an electronic means that he may misuse while expressing his will, or while signing by electronic means what he issues), and taking into account the specificity of the consumer contract that is done remotely "electronically".⁽³⁰⁾

IV Conclusion

This study indicates that consumer protection in e-commerce, particularly for food products, necessitates a comprehensive and adaptable regulatory framework. The EU's framework efficiently blends conventional consumer rights with current digital safeguards via comprehensive legislation such as Regulation (EC) No. 178/2002, Regulation (EU) No. 1169/2011, and the Digital Services Act 2022. The EU model shows that effective online consumer protection is built on three pillars: traceability, transparency, and accountability. Future changes should prioritize international cooperation and technical solutions, like as blockchain-based traceability, to protect consumers worldwide. Thus, the EU's approach can serve as a precedent for countries looking to increase digital consumer protection in the era of online food trade.

A review of the legislation on the protection of e-consumers shows that nothing prevents the application of the general rules by extracting what helps to provide protection, but it should be noted that the modern technological techniques used in online contracting have solved a number of issues and given the consumer access to new shopping opportunities that he would not have been able to obtain through traditional contracting, as well as the ability to roam freely and easily in various virtual stores. But at the same time, new issues have emerged that were previously normal and natural, and the consumer is now exposed to issues

such as online advertising and the pressure it puts on them, the inability to have a meaningful conversation about the terms of the contract, and the prevalence of online fraud. These issues highlight the need for legislators to create special safeguards for e-consumers that help foster consumer confidence when transacting within the scope of e-commerce.

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