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ELECTRONIC COMMERCIAL OFFER AS A MECHANISM FOR ENLIGHTENING CONSUMER CONSENT

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Abstract:
Online purchasing has become a convenient and accessible mode of shopping; however, it also poses several challenges for consumers. They may feel confined to their home or workplace, required to trust unknown suppliers and purchase goods that cannot be physically inspected, which may create a misleading perception of quality or availability and increase the risk of entering contracts without due consideration or genuine intent. Consequently, there is a need to protect electronic consumers by ensuring adequate information disclosure and regulating electronic commercial offers to clarify contractual intent, supported by sanctions for non-compliance under Law No. 18-05 on electronic commerce.
Keywords: Electronic Supplier; Electronic Consumer; Subject Matter of the Contract; Identity of The Supplier; Penalty.

Introduction:

The digital economy, accompanied by increased openness to global markets and the removal of spatial and temporal barriers, has transformed the world into a small village accessible through a computer screen. It has become a direct marketing platform for thousands of commercial companies across the globe. These companies display their products and reach consumers directly, even in locations that are otherwise difficult to access.

Online purchasing has become a rapid and convenient process, as it is one of the easiest ways to shop from anywhere in the world and at any time, whether morning or evening, without leaving home. Within a short period, consumers can complete purchases simply by pressing a button on their computer or device. Thus, contracts are concluded through the Internet.

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Although this technology has had a positive effect in facilitating transactions, it has also created challenges for consumers. Consumers may feel surrounded both at home and at work, being asked to trust unknown suppliers and provide them with personal information. As a result, a consumer may enter into a contract through inattention, clicking too quickly on a button without fully understanding the terms or exercising genuine contractual intent. Consequently, the consumer may become vulnerable to exploitation by professional suppliers who possess greater experience and economic power. Hence, there is a clear need to protect electronic consumers within the digital environment when concluding electronic commerce contracts.

The legislator in Law 18-05 related to electronic commerce (Law No. 18-05, 2018) has set controls that guarantee a kind of special protection for the consent of the electronic consumer at the stage prior to concluding the electronic commerce contract. This appears through consecrating the obligatoriness of prior informing of the electronic consumer by organizing the prior offer presented by the electronic supplier, which is documented by a contract approved by the consumer if he accepts it. This approval is considered proof of his review of the content of the commercial offer in case of concluding the contract, so his consent becomes valid and free from defects of consent.

The legislator required the electronic supplier, prior to every electronic transaction, to provide a commercial offer pursuant to Article 10, as well as the data that this offer must contain under Article 11. Such information must be visible, readable, and understandable, so that the consumer may feel reassured and develop trust toward the electronic supplier with whom he intends to deal.

Accordingly, the importance of this subject becomes evident, prompting us to ask what information the contracting party must include in the electronic offer and what consequences arise from failure to comply with these requirements. To address this issue, we adopted both the descriptive and analytical methods, dividing this research into two parts. In the first part, we examine the content of the electronic commercial offer, while in the second part, we discuss the penalties resulting from its breach by the electronic supplier.

1- Content of the electronic commercial offer:

The legislator specified the content of the offer presented by the electronic supplier through the Internet in Article 11 of Law No. 18-05 concerning electronic commerce. The supplier is required to provide information relating to himself, in addition to stating the terms, conditions, and data upon which the contract will be concluded.

1.1- Information related to the electronic supplier:

The supplier who uses the Internet to display products for sale targets an unlimited public. Therefore, he is required to provide consumers, when presenting the commercial offer, with information concerning his identity, as well as information relating to his legal status authorizing him to engage in electronic commerce.

1.1.1- Information related to the identity of the electronic supplier:

Indeed, the consumer's lack of knowledge regarding the identity of the electronic supplier gives rise to concern and may even reduce his willingness to conclude contracts through the internet. This is because the means by which the electronic contract is concluded do not allow the consumer to verify the identity of the other party, or even his legal capacity (Youssef A. Y., 2005, p. 32), in the absence of the physical presence of the contracting parties.

So, who is the electronic supplier? The electronic supplier refers to a natural person who has the status of a merchant, or a legal person such as a company. Article Six of Law 18-05 concerning electronic commerce defines the electronic supplier as: "every natural or legal person who carries out an operation of marketing or proposing the provision of goods or services through digital communications."

And what are the pieces of information that determine his identity? Article Ten of Law 18-05 obliged the electronic supplier, who is represented in the merchant or the company, to present a commercial offer provided that it includes information in a clear, understandable, visible, and readable manner pursuant to Article Eleven of the same law, by way of example only. Among this information mentioned by way of example is the tax identification number of the supplier. The tax identification number is considered an important means that enables the tracking of commercial transactions and the movement of capital, thereby combating fraud, protecting the

economy, and preventing evasion from paying taxes at the same time (Al-Zahra, 2022, pp. 58-59).

In addition to that, the same article obliged the electronic supplier to mention the physical and electronic addresses that determine the location of practicing his commercial activity, such as his professional and electronic address if the matter concerns a natural person, and the main headquarters of the company if he is a legal person, as well as the phone number through which the consumer can return to the electronic supplier in order to inquire about the reality of his identity.

The information that the electronic supplier provides to the consumer in electronic commerce is considered one of the basic pillars in law in order to establish trust and transparency that encourage electronic commercial transactions with consumers (Costa, 2014, p. 19), for the seller is obligated within the scope of legitimate trust and the principle of good faith to disclose his identity by including in his offer all the elements that determine his personality in a clear manner, and this is the aim of the legislator from establishing Article Eleven.

However, these data relating to the identity of the supplier were mentioned only by way of example. Therefore, the legislator granted the offerer of goods and services the freedom to provide whatever information he considers appropriate. Thus, he may, for example, mention his postal address without providing his phone number, making it impossible to contact him.

1.1.2- information specific to the legal status of the supplier for practicing electronic commerce:

The electronic supplier is considered a natural or legal person who engages in commercial activities such as marketing goods or services, or offering to provide them. Article 11 limits this definition to the trader and the craftsman. Pursuant to Article 8 of Law No. 18-05 concerning electronic commerce, certain basic legal obligations are imposed on the electronic supplier in his capacity as a trader, including the obligation to register in the electronic commercial register, while the craftsman is required to register in the register of traditional industries and crafts.

In addition, the electronic supplier must create a website or web page hosted in Algeria with the domain extension ".com.dz."

According to the same article, the site must also be equipped with tools that enable verification of identity.

Also, Article Nine of the same law stipulated the creation of a national file for all electronic suppliers registered with the National Center of the Commercial Register or the Register of Crafts and Professions, provided that practicing the commercial activity is not allowed except after registering the domain name with the National Center of the Commercial Register and making it available to consumers through the internet. So, the one displaying goods and services on the internet does not have the capacity to contract except in the case of obtaining prior authorization to practice his professional activity (Ailam, 2018, p. 30). However, despite that, some persons create pages on Facebook to advertise their goods without registration in the National Center of the Commercial Register.

Therefore, we ask whether the use of Facebook for marketing products and services falls under the framework of "electronic commerce"(Harrat, 2020, pp. p-p.587-616.,p.597). If we go back to the definition of electronic commerce in Article Six of Law 18-05 concerning electronic commerce, we find that electronic commerce constitutes an offer of goods and services presented by an electronic supplier to an electronic consumer through means of electronic communications. From this, we conclude that commerce through Facebook is electronic commerce, as this definition applies to it.

Nevertheless, given that Law No. 18-05 requires the creation of an electronic website or web page hosted in Algeria with the extension ".com.dz," and further requires that the electronic supplier's site include tools enabling verification of its validity, these conditions are not fulfilled by suppliers operating solely through Facebook. It is therefore logical to conclude that the electronic consumer who conducts transactions through Facebook does not benefit from the protection granted by the electronic commerce law against abuses by the electronic supplier.

After the electronic supplier has displayed, through the Internet, the information concerning himself as required by law, he is also obliged to provide information regarding the subject matter of the contract and the contractual conditions that will govern the agreement.

1.2- Information Related to the Subject Matter of the Electronic Commercial Offer:

After examining the information presented to the consumer concerning the electronic supplier—information that enables the consumer to make an informed decision and significantly influences consent—we may now consider the information that the electronic supplier must include in the electronic commercial offer regarding the subject matter of the electronic contract, namely goods and services. This includes the various details that the consumer must be informed of, as well as information relating to the conditions of contracting.

1.2.1- Information related to goods and services:

The electronic supplier bears a special obligation to inform the consumer of the characteristics of the goods or services before concluding the contract through the commercial offer. The basis of the obligation of information before electronic contracting is actually embodied in stating the characteristics and essential features of the goods and services, considering them the main motive for contracting for the consumer (Ghazali, 2019, pp. 62, 75, 80), and through them the consumer may fall victim to fraud and imitation (Drar, 2017, pp. 43, 48, 66).

The electronic supplier is obligated to inform the consumer about the good or service being offered and to provide the essential data in a manner that ensures sufficient and comprehensive knowledge, so that the consumer's consent may be considered free and informed at the time of contracting. Information regarded as essential is that which influences the consumer in forming an opinion and making the final decision to contract. This raises the question of whether the legislator has defined such information precisely.

Article 11 of Law No. 18-05 merely refers to such information without clearly explaining what constitutes the essential characteristics of goods and services. However, by referring to Executive Decree No. 13-378, which determines the conditions and modalities relating to consumer information, we find that Article 3 defines what is meant by the essential characteristics. It refers to the necessary information that enables the proper satisfaction of the consumer and includes, at a minimum, identification of the product and of the supplier responsible for placing the product on the market

for first consumption, the nature of the product, information relating to its components, guarantee, and price, as well as the duration of service contracts.

It is the duty of the electronic offeror to inform the consumer about the limits and risks of the product, and its specifications, in addition to the extent of suitability of the good or service according to the legitimate desire (Ibrahim, 2011, p. 306).

For example, if the subject matter of the contract is a material good, its characteristics must be stated accurately, such as mentioning its weight, size, and quality. Likewise, adding photographic pictures of the good in the offer is considered a sufficient description of it. As for when the matter concerns an immaterial good, such as computer programs that are downloaded directly onto the consumer's device, its specifications must likewise be determined through stating the size of the program, the operating system, or the technical requirements necessary to ensure its proper operation (Youssef A. Y., 2005, p. 35).

Including the price of the product in the commercial offer has importance not less than the previous information, because informing about prices is an incentive among the incentives of contracting, especially if the price is not exaggerated. Informing about prices protects the consent of the consumer and makes him express it correctly. Likewise, it is at the same time a means of control over the prices circulating in the market. The supplier must determine the price of the good as well as the value of the service in the offer presented to the consumer, because the price is the subject matter of the basic obligation of the buyer (Hegazy, 2006, pp. 205-206), and it is the first thing in his mind when concluding the contract.

1.2.2 Information about the conditions of the contract:

Including the conditions of the contract in the electronic commercial offer has importance not less than the previous information, as it is considered the motive that directs the consumer to proceed to contracting with an enlightened will.

It is incumbent on the electronic supplier to enlighten the consumer about the conditions of the contract. He states first the period during which the offer remains valid. This period should be determined clearly. The element of period is considered one of the

important mandatory data that the offer presented by the electronic supplier must include and which the electronic consumer must review.

It should also be upon the electronic supplier to state in the offer how the contract will be executed, the delivery, and its deadlines. Also, determining whether the consumer has the right to withdraw from the contract, the period in which he can use this withdrawal (Youssef A. Y., 2005, pp. 35-36), and the conditions of rescinding the contract. All this information is considered important data that the consumer must be aware of, and this is what we derive from Article eleven of Law 18-05 concerning electronic commerce. In addition to these obligations, there falls upon the supplier an obligation of guarantee and after-sale service, which was confirmed within Article eleven of the same aforementioned Law 18-05, with the aim of enabling the consumer to guarantee the satisfaction of his legitimate desires from the product.

Among the important information that the supplier must also provide to the consumer are the methods and procedures of payment, for electronic commerce depends on modern means in the process of paying the financial consideration for the good or the service, such as payment through credit cards or the electronic transfer of money from the consumer's account to the supplier's account (Youssef A. F., 2008, p. 47). Whenever trust in such means of payment increases, the credibility of electronic commerce itself increases (Hegazy, 2006, p. 211), except that it often happens in reality that the electronic supplier deals with the consumer by direct payment after receiving the order, and not by electronic payment, in service of his interest. Therefore, the supplier must inform the consumer and deal with him by the method through which the good or the service must be paid.

Finally, the electronic supplier must indicate in the offer how the consumer may respond to it or, as stated by the legislator, how to confirm the order, thereby enabling the electronic consumer to understand the various stages involved in executing the contract.

In order for this information to achieve its intended purpose—namely, informing and guiding the consumer—Article 11 further requires that it be visible, readable, and understandable. To this end, the information should be displayed on the supplier’s website in a manner that attracts the consumer’s attention. Moreover, the language

used by the supplier should be simple and clear, particularly because electronic commerce contracts are cross-border in nature, and it is possible for the contracting parties to belong to different states and speak different languages.

However, sometimes the electronic consumer may encounter data in the electronic offer in a language difficult to understand, which places him in a position of weakness. The text of Article eleven of Law 18-05 did not mention the language that the electronic supplier must use in presenting his offer, but only required that the offer be understandable. Does that mean that the supplier has the freedom to display his products in the language he chooses? The legislator referred us to Executive Decree No. 13-378 (Executive Decree No. 13, 2013) in its Article seven, which stipulated the language that must be adhered to, where first the Arabic language must be used, or several other languages easy for the consumer to comprehend, provided that they are visible, clear, and readable.

From our review of the provisions of Article 5 of the same decree, it is understood that they apply to products offered for sale through means of distance communication. Accordingly, we conclude that the commercial offer presented on the Internet must comply with the same requirements stipulated in Article 7. In this way, the consumer is able to understand the offer and its conditions fully before proceeding to the stage of concluding the contract.

In conclusion, we observe that the legislator mentioned all these data only by way of example. Therefore, the electronic supplier should not be permitted to comply selectively by including some information while omitting other essential data. It would have been preferable for the legislator to stipulate these requirements in a mandatory and comprehensive manner. If the electronic supplier does not present the offer on the Internet in the legally prescribed form, liability arises for such breach.

2. Penalties for the Supplier's Violation of His Obligations

In order to protect the consumer from the risks that may result from electronic commerce, as well as to preserve consumer interests, the legislator established a legal framework. Consequently, the electronic supplier who presents commercial offers must comply with and respect the law in order to guarantee transparency and strengthen

confidence in the digital economy; otherwise, both penal and civil liability may arise.

2.1 Penal Responsibility of the Electronic Supplier for Breach in Presenting the Electronic Commercial Offer

According to Law No. 18-05 concerning electronic commerce, the electronic supplier bears penal responsibility for failing to present the electronic commercial offer, or for any breach in presenting it. The applicable penalties include a fine and suspension of access to payment platforms.

2.1.1- the fine as penalty for the supplier's violation of the provisions of the commercial offer:

The Algerian legislator imposed on the electronic supplier a penalty in the form of a financial fine ranging from 50,000 DZD to 500,000 DZD, pursuant to Article 39 of Law 18-05 concerning electronic commerce, in cases where the obligations stipulated in Article 11 of the same law are violated. This includes situations where the supplier fails to inform the electronic consumer of the price of the product, as well as the methods and procedures of payment.

The fine is considered one of the basic penalties that the law imposes by requiring payment of an amount of money to the state treasury, and it is considered of educational value and a deterrent means (Chanais & Fenouillet, 2012, p. 376) to prevent repetition of violations, and an effective economic tool because of its direct effect on the supplier by preventing him from carrying out unlawful practices. For the motive of the electronic supplier in violating the provisions of the commercial offer returns to greed and unlawful profit, so it is appropriate that the penalty strikes him in his financial liability (Khalaf, 2007, p. 541). It is capable of escalation in the case of repetition or seriousness, as came in Article 48 of Law 18-05 concerning electronic commerce, where the amount of the fine imposed on the electronic supplier is doubled in the case of his repeating the same crime during a period not exceeding twelve months starting from the date of the penalty related to the previous crime.

The fine provided for under Law No. 18-05 concerning electronic commerce represents an important tool for addressing the supplier's violation of the rules governing the commercial offer. However, its effectiveness remains dependent on the strictness of its

application and the proportionality of the penalties to the seriousness of the violations. In many cases, such fines may be regarded as minor when compared with the substantial profits earned by suppliers possessing significant capital resources. Therefore, the heavier the fine, the more effective the deterrent effect becomes, which in turn promotes respect for the law. Nevertheless, imprisonment may be viewed as the most effective sanction for putting an end to serious abuses and repeated non-compliance with legal provisions.

2.1.2 Suspension of the Supplier's Access to Electronic Payment Platforms

The competent judicial authorities may order the suspension of the electronic supplier's access to payment platforms when the supplier breaches legal obligations. This measure is imposed as a supplementary penalty in addition to financial fines, pursuant to Article 39 of Law No. 18-05 concerning electronic commerce.

Suspension of access is a judicial measure subject to the discretionary authority of the judge; therefore, it is optional rather than mandatory. It is also temporary, since the suspension of the supplier's access to electronic payment platforms is imposed for a specified period rather than permanently. Article 39 sets the maximum duration of such suspension at six months.

This measure is considered an effective legal mechanism for protecting the consumer as the weaker party in the contractual relationship. It contributes to ensuring the credibility of electronic transactions and protecting consumers from fraud, particularly in light of the growing reliance on digital payment systems.

Electronic payment platforms are systems dedicated to managing payment operations through the internet, known as electronic payment gateways, considered a secure intermediary between the electronic supplier and the electronic consumer, in view of what they provide of high levels of security and ease in transferring money from the consumer to the supplier. On this basis, the legislator decided to prevent the violating supplier from entering payment platforms through what is known as suspension of access (Zoutat, 2022, pp. 204, 209, 221).

Finally, it should be noted that where the supplier relies on direct payment upon delivery of the order to the electronic consumera

common practiceit is difficult to conceive that the supplier would be significantly affected by an order suspending access to electronic payment platforms, since the price has already been received from the consumer. In practice, consumer demand is often concentrated on purchases made through Facebook, where consumers may be exposed to fraud, deception, and cash-on-delivery transactions. In such cases, the penalty of suspension of access to payment platforms cannot be effectively applied, allowing the electronic supplier to evade sanctions. This constitutes a legal gap that the Algerian legislator should remedy by requiring payment to be made electronically.

In order to establish trust and transparency in digital commerce, and to protect the consumer's consent before concluding the contract, the legislator did not confine liability to criminal sanctions alone, but also imposed civil liability on the supplier in cases of breach of these obligations.

2.2 Civil Liability of the Electronic Supplier

The legislator's regulation of the commercial offer aims to ensure that the electronic consumer's consent is fully informed when entering into a contract. Where the electronic supplier breaches the obligation to properly present the offer, the Algerian legislator granted the electronic consumer, under Article 14 of Law No. 18-05 concerning electronic commerce, the right to seek annulment of the contract if the consumer has fallen victim to one of the defects of consent, as well as the right to claim compensation for any damage suffered as a result.

2.2.1 Annulment of the Electronic Contract

The electronic consumer in electronic commerce contracts is exposed, due to the physical absence of the contracting parties and the inability to inspect the goods or properly assess the service, to entering into a contract while in a state of informational weakness that may give rise to one of the recognized defects of consent and harm the consumer's interests. This may result from the electronic supplier's breach of the obligation to inform and clearly disclose the elements necessary for the formation of the consumer's will.

Article 10 of Law No. 18-05 concerning electronic commerce obliges the electronic supplier to provide a prior commercial offer. This requirement is complemented by Article 11 of the same law,

which specifies the content of the offer, including the obligation for the supplier to disclose his identity, indicate his registration in the commercial register, and provide information relating to the goods or services that form the subject matter of the electronic contract, as previously discussed in the first section.

Once the electronic supplier breaches the obligation to inform prior to contracting, as embodied in the electronic commercial offer, the electronic consumerwhose consent has been affected by one of the defects of willhas the right to seek recourse against the supplier on the basis of civil liability.

Accordingly, an electronic supplier who fails to comply with the provisions of Articles 10 and 11 of the law concerning electronic commerce is held civilly liable for any damage suffered by the consumer as a result of such fault. Since this fault occurs prior to the conclusion of the contract, it is classified as a tortious fault under Article 124 of the Civil Code, which provides that any act committed by a person through fault that causes harm to another obliges the person responsible to provide compensation. This fundamental principle applies to the relationship that may arise between the electronic supplier and the internet user, who is the consumer, in the context of issuing an offer to conclude an electronic commerce contract.

Indeed, the act attributed to the electronic supplier relates to the stage of offering the contract, that is, before its conclusion, therefore it in principle falls within tort liability. However, giving a contractual character to the obligation of informing before contracting finds its explanation in that the information related to the content of the contract, which one of the parties provides before its conclusion, enters within the contractual framework once the contract is concluded (Mahi-Disdet, 2011, p. 351) by the consumer according to Article ten, by approving the offer and concluding the contract electronically from his side, meaning that the consumer reviewed the offer and accepted it, so he approved it and concluded the electronic commercial contract.

At that time, the consumer can demand the annulment of the contract for a defect from the defects of consent, since the concealment by the supplier of essential information related to the subject matter of the contract, or his lying to the consumer in what he

provides of information connected to the specifications of the sold item by his use of fraudulent methods, is considered a breach of the principle of good faith which must prevail in this type of contracting. This leads the consumer to rush into contracting under an illusion, the result of which is an invalid consent.

However, often the consumer refuses to request the annulment of the contract, and prefers keeping it despite damages occurring to him, driven by the desire to keep the good or the service to satisfy his needs (Ben Aissa, 2025, p. 413). Although the legislator decided both annulment and compensation as a right for the electronic consumer according to the content of Article 14 of the Electronic Commerce Law, in the case of the electronic supplier breaching his obligation, he can request annulment of the contract and obtain compensation at the same time.

2.2.2-Compensation:

The breach of the electronic supplier in executing his prior obligation of informing through presenting the commercial offer would mislead the electronic consumer and push him to conclude a contract without a real will, a matter which would cause damages to the consumer. To remedy this damage to which the electronic consumer is exposed, the Algerian legislator arranged compensation, through what was stipulated in Article fourteen (14) of Law 18-05 concerning electronic commerce previously referred to.

It is required from the internet user, the electronic consumer, to prove that the lack of information has caused him damage that necessitates compensation, which is often material (Mahi-Disdet, 2011, p. 351).

The legislator aims, from deciding compensation for the electronic consumer as reparation for the damage, to establish a kind of justice and restore the lost balance in electronic contracts, and the estimation of the value of the amount due for compensation returns to the discretionary authority of the judge. However, the legislator did not determine its amount nor its percentage compared to the material value of the contract, nor the method of calculating it (Bougta, 2025, pp. 121, 137, 143), leaving that according to what the judge sees suitable, by repairing the damage that befell the consumer whatever its

degree, by including what befell him of loss and what he missed of gain pursuant to Article 182 of the Civil Code.

Conclusion:

In conclusion, this research paper has shown that consumer awareness has become an essential necessity in modern commerce. Accordingly, the legislator has sought to protect consumers within the framework of electronic transactions, thereby ensuring that consumers, as the weaker party in this relationship, may conclude contracts on the basis of a free and informed will. This objective is pursued through combating fraud and deception by regulating the electronic commercial offer under Law 18-05 concerning electronic commerce.

The electronic commercial offer is regarded as one of the fundamental requirements of electronic commercial transactions and one of the most important legal guarantees for protecting the electronic consumer, who concludes contracts remotely. Accordingly, this study reached the following findings:

- The electronic supplier must provide all essential information and data relating to identity details, business activities, and the characteristics of products and services within the electronic commercial offer. Failure to comply may result in legal consequences, including financial penalties and the suspension of access to electronic payment platforms. However, these sanctions, particularly minor fines, appear insufficient as an effective deterrent, as they do not correspond to the financial gains that suppliers may obtain through non-compliance.
- The electronic consumer who concludes a contract hastily retains the right to cancel the contract and claim compensation where the product contains defects, shortages, or misleading information.

However, despite the legislator's commitment to protecting the consumer's free will through regulating the electronic commercial offer, certain shortcomings remain. This calls for the following recommendations:

- The data relating to the electronic supplier's identity, business activities, and contractual details, as provided in Article Eleven, should be made expressly mandatory. In addition, existing fines should be increased in order to ensure effective compliance.

- Specialized regulatory bodies should be established to monitor commercial offers and protect consumers from deceptive information contained in electronic product presentations. Such oversight is necessary because many suppliers attempt to evade their duties and responsibilities, while effective control in the digital environment remains difficult to achieve.
- The first step toward adopting this form of commerce requires the widespread use of electronic payment methods. At the same time, the banking system must support this transition, and electronic fund transfer systems must be further developed. Suspending payment platforms as a sanction against non-compliant suppliers would strengthen the effective enforcement of penalties.
- Consumer protection also requires the promotion of digital consumer awareness throughout society. Consumers often fail to exercise their right to information when concluding contracts because they do not properly receive or fully understand the information presented by the electronic supplier. Consumer protection organizations should therefore play an active role in educating individuals about their rights so that they may make proper use of the available information before entering into contracts. Such measures would contribute to a safer electronic environment and ensure a fair balance between the contracting parties.

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