



FIJI COMMERCE COMMISSION

HEAD OFFICE & CENTRAL EASTERN DIVISION

Level 1 Garden City Complex, Raiwai,
Suva.
P O Box 5031, Raiwaqa, Suva.
Phone: (679) 337 2178
Fax: (679) 337 2389
Email : helpdesk@commcomm.gov.fj
Web site: www.commcomm.gov.fj

WESTERN DIVISION

1st Floor, Shah Investment Building
Office 2, 5 Tukani Street
P O Box 594, Lautoka
Telephone/Fax: (679) 666 1853

NORTHERN DIVISION

Lot 3, Silas Ramzaan
Street,
P O Box 262, Labasa
Telephone/Fax: (679) 881
1155

Draft Self Regulating Guideline E-Commerce Business in Fiji

Date Issue: 15 March, 2017

© Fiji Commerce Commission

Promoting Competition in the Fiji Markets

This paper is the property of the Fiji Commerce Commission and shall not be reproduced in any manner, whether written or verbal without prior approval of the Commission. The Commission reserves the right to prosecute offenders

Table of Contents

	Page Number
Introduction	3
Overview	4
Functions of the Commission	5
Legal Framework	6
Other Relevant Laws	7
Guiding Principles	7
Guideline	12
General Principles	13
Stages of E-Commerce	18
Glossary	22

DRAFT

1.0 Introduction

- 1.1 This Self-Regulating Guideline for E-Commerce Business in Fiji (“SRGEC” or guideline) is designed as a guide to all businesses and consumers buying and selling of goods and services, or the transmitting of funds or data, over an electronic network, primarily the Internet.
- 1.2 In career and personal life, e-commerce is used more and more. Many organizations, particularly financial institutions, encourage clients to use electronic processing for faster service to the client and reduced costs to the organization.
- 1.3 Businesses turn to e-commerce to do business with each other cost effectively. Even accounting professionals, need to have a basic understanding of the concepts, techniques, strategies, and issues faced by businesses using e-commerce.
- 1.4 There are two main classes of e-commerce: business-to-business (B2B) and business-to-consumer (B2C).
- 1.5 B2B is currently 10 to 20 times the dollar volume of B2C, and is expected to grow exponentially over the next decade. Two major features of e-commerce are reduction of paperwork and increase in speed, including response time.
- 1.6 The cost savings that result from eliminating paperwork and related transactions can be substantial. When dealing with the public such as retailers, companies can not only serve a larger market (thus increasing sales), but also reduce the need for retail stores and sales personnel (thus reducing costs).
- 1.7 Some financial institutions, such as ING Direct, based in Holland, operate in Canada without any tellers or branches. Business is conducted electronically with a service and support group reached by telephone.
- 1.8 In Fiji, e-commerce is in its infancy stage and government is greatly supportive in the use of electronic medium to connect to the people.
- 1.9 To provide the necessary impetus for the development of the information economy, the ICT Development Unit of the Department of Communication has put in place a ‘FIJI INFORMATION TECHNOLOGY DEVELOPMENT POLICY’.

- 1.10 The vision for Fiji's information economy is ***“to harness Fiji's ideal geographic location, competent workforce and world-class information technology infrastructure to promote Fiji's international competitiveness and create a dynamic, vibrant and well-connected e-society.”***
- 1.11 As such, government focuses on the development of e-government (i.e. connecting government to the people); e-business (i.e. connecting business to the people and other businesses); e-community, (i.e. empowerment of members of the community through internet.)
- 1.12 To show government's commitment to Information and Communication Technology (ICT), the Fiji government and Japan joined to construct the ICT Complex now sitting at the USP Laucala Campus that will become the centre of training of human resources.
- 1.13 With the rapid development of technology, government should also set eyes on the orderly conduct of Great care must be taken by authorities like the Commission to ensure that experiences learned from other countries are utilised to align our monitoring, regulatory and enforcement approach. Ignoring such learning can harm the advancement of e-commerce here.
- 1.14 As such, it is important for the Commission in its role as the promoter of competition in Fijian market, price regulator and protector of consumer interest to take charge of educating the stakeholders on the best practice of e-commerce from the perspective of Consumer Commission Act (CCA2010) and other related laws in Fiji.
- 1.15 The guideline provided herewith is intended to assist suppliers and consumers understand the expectation of the Commission in so far as the application of the Commerce Commission Act 2010 (CCA2010) provisions on e-commerce is concerned and to guide the market towards the long term focus of self-regulation of most of the trade and commerce activities in the Fijian economic arena.

2.0 Overview

- 2.1 Electronic commerce (e-commerce) is a rapidly expanding use of the Internet.
- 2.2 Businesses are using Internet tools to expand their markets and to help their operations run more efficiently.

- 2.3 Even more business is conducted on the Internet between businesses than between businesses and their customers.
- 2.4 A key component of e-commerce is electronic payment. It is essential that every accounting professional understands e-commerce.
- 2.5 Transaction processing is the core of business operations. This module therefore also covers transaction processing systems, including accounting applications.
- 2.6 Transaction processing systems are often integrated into an overall enterprise resource planning system, which ranges from a single-site business to a multi-site global environment.

3.0 Functions of the Fiji Commerce Commission

- 3.1 The Commission is the custodian of the CCA2010. The Compliance and Fair Trade Department of the Commission administers the sections relating to fair trade and the protection of consumers against unfair trade practices. The Commission's role in relation to fair trade and consumer protection includes the following activities under Section 15 of the CCA2010:
- i. Providing information about the laws affecting consumers and those negotiating on behalf of consumers and landlords;
 - ii. Promoting the interests of consumers and persons negotiating or considering the acquisition of goods or services as consumers and to assist, them to a greater awareness in relation to their assessment and use of goods or services;
 - iii. Handling complaints about possible breaches of the legislation;
 - iv. Collecting, examining and disseminating information in respect of matters affecting or likely to affect the interests of consumers and goods and services providers;
 - v. Investigating fraudulent or deceptive practices in relation to the Decree;
 - vi. Providing mediation services to help resolve disputes; and
 - vii. Monitoring the marketplace to detect unfair practices.
- 3.2 In view of mandatory functions conferred under Section 15, the Commission is obligated to take charge of issues this new mode of trade and commerce affects businesses and consumers in Fiji.
- 3.3 Initial focus must be directed towards educating stakeholders on the applications of Fiji's existing laws on e-commerce and setting course of Fiji's economic activities, on long term,

towards self-regulation. The process of guidance and nurturing can be expected to last months or even years.

3.4 The success of this process can be measured on the level of compliance towards the guideline without strict regulatory intervention from the Commission or other related authorities.

4.0 Legal Framework

4.1 Section 15 of CCA2010 empowers the Commission to protect the interest of consumers, including those negotiating on their behalf, from unfair trading practices and also promote the growth of industry, trade and commerce in the Fijian market.

4.2 Part 6 of CCA2010 prescribes trade practices that are considered restrictive and has the potential to diminish competition. A list of such conducts include but not limited to the following-

- i. Contracts arrangements or understandings restricting dealings or competition
- ii. Contracts, arrangements and understandings in relation to prices
- iii. Covenants affecting competition
- iv. Covenants in relation to prices
- v. Restriction on conduct that hinders or prevents the supply of goods or services to others.
- vi. Prohibition of contracts, arrangements or understandings effecting supply or acquisition of goods or services
- vii. Misuse of market power
- viii. Anti-competitive conduct
- ix. Collective tendering
- x. Exclusive dealing
- xi. Resale price maintenance
- xii. Resale price maintenance in relation to services
- xiii. Price discrimination
- xiv. Mergers
- xv. Acquisition outside of Fiji

4.3 Part 7 of CCA2010 prescribes conducts that are considered unfair towards consumers.

5.0 Other Relevant Laws

- i. Sales of Goods Act, Cap. 230;

- ii. Consumer Credit Act; and
- iii. Consumer Council of Fiji Act 1985.

6.0 Guiding Principles

Consumers should be provided with clear and sufficient information to make an informed choice about whether and how to make a purchase.

6.1 Information Provision

6.1.1 Information should be provided in a form that is clear and understandable to the consumer. Businesses should:

- a) Avoid using jargon and legalese, and use plain language whenever possible;
- b) Provide information in a form and manner that allows the consumer to keep the information for future reference;
- c) Clearly distinguish the terms and conditions of sale from marketing and promotional material or messages.

6.1.2 Information required by these principles should be “prominently disclosed.”

6.1.3 The following information should be provided to anyone accessing a vendor’s Web site:

- a) Business identity, location and any accreditation
 - Businesses legal identity, business name, full street address and telephone number (sufficient to enable consumers to verify the vendor’s legitimacy);
 - An electronic method of verifying any accreditation claims;
- b) Any geographic limitations on where a product or service is for sale;
- c) Fair and accurate descriptions of products or services for sale;
- d) Level of privacy protection (in accordance with Principle 3: Privacy)
 - “personal information” that is being collected and for what purposes;
 - Businesses privacy policy;
- e) Security mechanisms available to consumers to protect the integrity and confidentiality of the information being exchanged;
- f) Complaint procedure
 - How, where and by whom complaints will be handled;
 - Any third-party dispute resolution mechanisms to which the business subscribes, including contact information and any cost;

- g) Types of payment that will be accepted, and the implications of each in terms of any extra charges or discounts applied by the business.

6.1.4 Businesses should disclose all terms and conditions of sale to consumers prior to the conclusion of any “sales transaction.” These include:

- a) The full price to the consumer, including the currency and any shipping charges, taxes, customs duties and customs broker fees and any other charges (when unsure of the amount of any potentially applicable charges, businesses must disclose to consumers the fact that such charges may apply);
- b) Delivery arrangements, including timing, cost and method of delivery;
- c) Any geographic limitations on where a product or service is for sale;
- d) Cancellation, return and exchange policies, warranties if applicable, and any associated costs.

All the terms and conditions of sale should be available in one place.

6.1.5 Businesses should provide consumers with their own record of the transaction, including key details, as soon as possible after the transaction has been completed. In a sales transaction, consumers should be able to obtain their own record of the completed transaction as proof of purchase and a printable record of the terms and conditions of the contract.

6.1.6 Where there is a delay between the purchase and delivery of goods, or tickets for the use of a service (for example, airline or theatre tickets), vendors should provide the information set out below to consumers at the time of delivery:

- a) Cancellation, return and exchange policies, warranties if applicable, and any associated costs;
- b) Contact information in the event of a complaint;
- c) Payment arrangements, including any vendor credit terms;
- d) Applicable safety warnings and care instructions.

6.2 Contract Information

Businesses should take reasonable steps to ensure that the consumer’s agreement to contract is fully informed and intentional.

6.2.1 Businesses should take reasonable steps to ensure that consumers are aware of their rights and obligations under the proposed contract before they agree to the contract or provide payment information.

6.2.2 Businesses should make clear what constitutes an offer, and what constitutes acceptance of an offer, in the context of electronic sales transactions.

- a) Businesses should employ a multistep confirmation process that requires consumers to, specifically and separately, confirm the following:
 - Their interest in buying;
 - The full price, terms and conditions, details of the order, and method of payment;
 - Their agreement to purchase.
- b) If an appropriate multistep confirmation process, such as that set out above, is not used, businesses should allow consumers a reasonable period within which to cancel the contract.

6.3 Privacy

Businesses and intermediaries should respect the privacy principles that are set out in Protection of Personal Information.

These 10 principles form the basis of, Protection of Personal Information.

6.3.1 Accountability

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

6.3.2. Identifying Purposes

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

6.3.3 Consent

The knowledge and consent of the individual are required for the collection, use or disclosure of personal information, except when inappropriate.

6.3.4 Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

6.3.5 Limiting Use, Disclosure and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

6.3.6 Accuracy

Personal information shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

6.3.7 Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

6.3.8 Openness

An organization shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.

6.3.9 Individual Access

Upon request, an individual shall be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

6.3.10 Challenging Compliance

An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

6.4 Security of payment and personal information

Businesses and intermediaries should take reasonable steps to ensure that transactions in which they are involved are secure. Consumers should act prudently when undertaking transactions.

6.4.1 Businesses and intermediaries should safeguard payment and personal information that is exchanged and/or stored as a result of a transaction.

6.4.2 Consumers should take reasonable steps to conduct transactions safely and securely.

6.5 Redress

Consumers should have access to fair, timely, effective and affordable means for resolving problems with any transaction.

6.5.1 Businesses should provide adequate resources to handle consumer complaints efficiently and effectively.

6.5.2 When internal mechanisms have failed to resolve a dispute, vendors should make use of accessible, available, affordable and impartial third-party processes for resolving disputes with consumers. However, vendors should not require consumers to submit to such processes.

6.5.3 Governments, businesses and consumer groups should work together to develop appropriate standards for dispute resolution mechanisms.

6.5.4 So that consumers are not disadvantaged, governments should cooperate in the development of clear rules regarding the applicable law and forum, and the mutual enforcement of judgements, in the event of cross-border disputes.

6.6 Liability

Consumers should be protected from unreasonable liability for payments in transactions.

6.6.1 Consumers should not be held liable for amounts billed to them for “unauthorized transactions.” Businesses should promptly refund consumer payments for unauthorized transactions or sales transactions in which consumers did not receive what they paid for.

6.6.2 Credit card issuers should make reasonable efforts to help consumers resolve complaints with vendors in the event of non-delivery or unauthorized transactions.

6.6.3 In inadvertent sales transactions in which consumers acted reasonably, the businesses should allow the consumer a reasonable period of time to cancel the transaction once the consumer has become aware of it.

6.6.4 When a consumer disputes a sales transaction in which the business has failed to provide relevant information, the business should refund payment provided that the consumer returns the good or declines the service within a reasonable period of time.

6.7 Unsolicited commercial e-mail

6.7.1 Businesses should not transmit commercial E-mail without the consent of consumers, or unless a vendor has an existing relationship with a consumer.

6.8 Consumer awareness

Government, business and consumer groups should promote consumer awareness about the safe use of electronic commerce.

6.8.1 Consumer education and awareness initiatives should highlight those circumstances in the use of electronic commerce in which consumers are most vulnerable.

6.8.2 Consumers should be provided with advice on how to minimize the risks associated with electronic commerce.

6.8.3 Consumers should be made aware of their rights and obligations with respect to vendors.

6.8.4 Consumers should take reasonable steps to inform themselves about how to conduct transactions safely and securely.

6.8.5 Consumers should have access to information identifying disreputable electronic commerce practices.

6.8.6 Consumers should have access to information identifying those convicted of illegal electronic commerce practices.

7.0 Guideline

7.1 This guideline is intended to standardise e-commerce trade in Fiji and to ensure compliance to requirements of CCA2010 and related laws. It must not be construed as legal advice from the Commission.

7.2 In an individual's career and personal life, he/she will be using e-commerce more and more.

7.3 Many organizations, particularly financial institutions, encourage clients to use electronic processing for faster service to the client and reduced costs to the organization.

7.4 Businesses turn to e-commerce to do business with each other cost effectively.

- 7.5 As an accounting professional, it is important for you to have a basic understanding of the concepts, techniques, strategies, and issues faced by businesses using e-commerce.
- 7.6 There are two main classes of e-commerce: **business-to-business (B2B)** and **business-to-consumer (B2C)**. B2B is currently 10 to 20 times the dollar volume of B2C, and is expected to grow exponentially over the next decade.
- 7.7 Two major features of e-commerce are reduction of paperwork and increase in speed, including response time. The cost savings that result from eliminating paperwork and related transactions can be substantial.
- 7.8 When dealing with the public such as retailers, companies can not only serve a larger market (thus increasing sales), but also reduce the need for retail stores and sales personnel (thus reducing costs).
- 7.9 Some financial institutions, such as ING Direct, based in Holland, operate in Canada without any tellers or branches. Business is conducted electronically with a service and support group reached by telephone.

8.0 General principles

A. Transparent and Effective Protection

1. Consumers who participate in e-commerce should be afforded transparent and effective consumer protection that is not less than the level of protection afforded in other forms of commerce.
2. Governments and stakeholders should work together to achieve such protection and determine what changes may be necessary to address the special circumstances of e-commerce, including for children and vulnerable or disadvantaged consumers. In so doing, they should take into account the insights from information and behavioural economics.

B. Fair Business, Advertising and Marketing Practices

1. Businesses engaged in e-commerce should pay due regard to the interests of consumers and act in accordance with fair business, advertising and marketing practices as well as the general principle of good faith.
2. Businesses should not make any representation, or omission, or engage in any practice that is likely to be deceptive, misleading, fraudulent or unfair. This includes the general

impression likely conveyed to consumers by the representation or practice as well as implied factual misrepresentations conveyed through features such as the good or the service's name, words, pictures, audio and/or video and the use of disclaimers that are hidden, hard to notice or to understand.

3. Businesses should not misrepresent or hide terms and conditions that are likely to affect a consumer's decision regarding a transaction.
4. Businesses should not use unfair contract terms.
5. If contract terms stipulate monetary remedies in the case of a consumer's breach of contract, such remedies should be proportionate to the damage likely to be caused.
6. Businesses should not engage in deceptive practices related to the collection and use of consumers' personal data.
7. Businesses should not permit others acting on their behalf to engage in deceptive, misleading, fraudulent or unfair practices and should take steps to prevent such conduct.
8. Businesses should be able to substantiate any express or implied representations for as long as the representations are maintained, and for a reasonable time thereafter.
9. Businesses should comply with any express or implied representations they make about their adherence to industry self-regulatory codes or programmes, privacy notices or any other policies or practices relating to their transactions with consumers.
10. Businesses should not attempt to restrict a consumer's ability to make negative reviews, dispute charges, or consult or file complaints with government agencies and other complaint bodies.
11. Advertising and marketing should be clearly identifiable as such.
12. Advertising and marketing should identify the business on whose behalf the marketing or advertising is being conducted where failure to do so would be deceptive.
13. Businesses should ensure that any advertising or marketing for goods or services are consistent with their actual characteristics, access and usage conditions.
14. Businesses should ensure that advertised prices do not misrepresent or hide the total cost of a good or a service.
15. Endorsements used in advertising and marketing should be truthful, substantiated and reflect the opinions and actual experience of the endorsers. Any material connection between businesses and online endorsers, which might affect the weight or credibility that consumers give to an endorsement, should be clearly and conspicuously disclosed.
16. Businesses should take special care in advertising or marketing that is targeted to children, vulnerable or disadvantaged consumers, and others who may not have the capacity to fully understand the information with which they are presented.
17. Even where not obligated to do so, businesses should consider offering consumers the possibility to withdraw from a confirmed transaction in appropriate circumstances.

18. Businesses should take into account the global nature of e-commerce and consider the various regulatory characteristics of the markets they target.
19. Businesses should not exploit the special characteristics of e-commerce to hide their true identity or location, or to avoid compliance with consumer protection standards and/or enforcement mechanisms.
20. Businesses should develop and implement effective and easy-to-use procedures that allow consumers to choose whether or not they wish to receive unsolicited commercial messages, whether by e-mail or other electronic means. When consumers have indicated, at any time, that they do not want to receive such messages, their choice should be respected.
21. Businesses should not offer, advertise or market, goods or services that pose an unreasonable risk to the health or safety of consumers. Businesses should co-operate with the competent authorities when a good or a service on offer is identified as presenting such a risk.
22. Businesses should consider the needs of persons with disabilities when designing e-commerce platforms and online payment systems.

C. Online Disclosures General Principles

1. Online disclosures should be clear, accurate, easily accessible and conspicuous so that consumers have information sufficient to make an informed decision regarding a transaction. Such disclosures should be made in plain and easy-to-understand language, at a relevant time, and in a manner that enables consumers to retain a complete, accurate and durable record of such information.
2. When more than one language is available to conduct a transaction, businesses should make available in those same languages, all information necessary for consumers to make an informed decision regarding a transaction. All information that refers to costs should indicate the applicable currency, unless it is apparent from the context.
3. Businesses should take into account the technological limitations or special characteristics of a device or platform, while providing all necessary information.
4. Businesses engaged in e-commerce with consumers should make readily available information about themselves that is sufficient to allow, at a minimum:
 - i) Identification of the business
 - ii) Prompt, easy and effective consumer communication with the business
 - iii) Appropriate and effective resolution of any disputes that may arise
 - iv) Service of legal process in domestic and cross border disputes

v) Location of the business

5. This information should include the legal name of the business and name under which it trades; its principal geographic address; an e-mail address, telephone number or other electronic means of contact; appropriate domain name registration information for web sites that are promoting or engaging in commercial transactions with consumers; and any relevant government registration or license information.
6. When a business publicises its membership in any relevant self-regulatory programme, business association, dispute resolution organisation or other body, the business should provide sufficient information to enable consumers to easily contact such body. Businesses should provide consumers with easy methods to verify that membership, access the relevant codes and practices of the organisation, and take advantage of any dispute resolution mechanisms offered by the organisation.
7. Businesses engaged in e-commerce with consumers should provide information describing the goods or services offered that is sufficient to enable consumers to make informed decisions regarding a transaction.
8. Depending on relevant factors, including the type of good or service, this should include information such as:
 - i) Key functionality and interoperability features;
 - ii) Key technical or contractual requirements, limitations or conditions that might affect a consumer's ability to acquire, access or use the good or service;
 - iii) Safety and health care information; and
 - iv) Any age restrictions.
9. Businesses engaged in e-commerce should provide information about the terms, conditions and costs associated with a transaction that is sufficient to enable consumers to make an informed decision regarding a transaction. Consumers should be able to easily access this information at any stage of the transaction.
10. Businesses should provide consumers with a clear and full statement of the relevant terms and conditions of the transaction.
11. Where applicable and appropriate given the transaction, such information should include the following:
 - i) Initial price, including all fixed compulsory charges collected and/or imposed by the business

- ii) Information on the existence of variable compulsory and optional charges collected and/or imposed by the business when they become known by the business and before consumers confirm the transaction
- iii) Notice of the existence of other routinely applicable costs to the consumer that are collected and/or imposed by third parties
- iv) Terms, conditions, and methods of payment, including contract duration, recurring charges, such as automatic repeat purchases and subscription renewals, and ways to opt out from such automatic arrangements
- v) Terms of delivery or performance
- vi) Details of and conditions related to withdrawal, termination or cancellation, after-sales service, return, exchange, refunds, warranties and guarantees
- vii) Privacy policy
- viii) Information on available dispute resolution and redress options.

D. Confirmation Process

1. Businesses should ensure that the point at which consumers are asked to confirm a transaction, after which time payment is due or they are otherwise contractually bound, is clear and unambiguous, as should the steps needed to complete the transaction, especially for new payment mechanisms.
2. Businesses should provide consumers with an opportunity to review summary information about the good or service, as well as any delivery and pricing information before consumers are asked to confirm a transaction. They should enable consumers to identify and correct errors or to modify or stop the transaction, as appropriate.
3. Businesses should not process a transaction unless the consumer has provided express, informed consent to it.
4. Businesses should enable consumers to retain a complete, accurate and durable record of the transaction, in a format compatible with the device or platform that the consumers used to complete the transaction.

E. Payment

1. Businesses should provide consumers with easy-to-use payment mechanisms and implement security measures that are commensurate with payment-related risks, including those resulting from unauthorised access or use of personal data, fraud and identity theft.
2. Governments and stakeholders should work together to develop minimum levels of consumer protection for e-commerce payments, regardless of the payment mechanism used. Such protection should include regulatory or industry-led limitations on consumer

liability for unauthorised or fraudulent charges, as well as chargeback mechanisms, when appropriate. The development of other payment arrangements that may enhance consumer confidence in e-commerce, such as escrow services, should also be encouraged.

3. Governments and stakeholders should explore other areas where greater harmonisation of payment protection rules among jurisdictions would be beneficial and seek to clarify how issues involving cross-border transactions could be best addressed when payment protection levels differ.

9.0 Stages of E-Commerce

There are five distinct stages for e-commerce trade. These are: -

- i. Search and Identification
- ii. Selection and negotiation
- iii. Purchasing
- iv. Product and Service Delivery
- v. After Sales Service.

9.1 Search and identification

The seller must disclose online information to buyers (consumers and businesses) through its webpage or e-bay connection, which include but not limited to the following-

- Registered name including trading name of the seller;
- Registration Number of the Seller including country of origin;
- Head Office location, including branches, contact details, including photo identification of persons in charge of business;
- background information of supplier;
- Product(s) offered for sale including brands, size and quantity;
- Intended use and safety advice of the product;
- General composition of the product;
- Selling Price including any rebates, tax, packaging and delivery cost;
- Any other relevant information about the seller and product.

Section 77 of CCA2010 prohibits any person from making false or misleading representation to consumers and businesses.

9.2 Selection and negotiation

The seller must ensure that proper and user friendly webpage interface is provided online for buyers to do the following-

- browse for products offered for sale,
- make order(s) of purchase;
- negotiate for prices and other terms and conditions of sale;
- upload personal details and address for delivery purpose;
- confirm acceptance of terms and conditions of sale and delivery;
- Accepted mode and terms of payment;
- Cancellation or variation of an order.

Section 78 of CCA2010 prohibits any person from putting up false or misleading

- 9.2.1 The buyer must upload true and authentic personal details including aliases to the supplier, once order is finalized;
- 9.2.2 The buyer can cancel or amend an order of purchase by online advice before one week from date of expected delivery.
- 9.2.3 The seller can cancel delivery by advising the buyer before one week from the date of expected delivery and refund the full amount paid by the buyer without cost;
- 9.2.4 The seller may deduct reasonable costs incurred upon cancellation of an order within the one week period described above.

Section 76 of CCA2010 prohibits any person from engaging in conducts that is deemed unconscionable in nature. Consideration such as the relative strength of the seller and the buyer, the imposition of conditions by the seller not appropriate for his legitimate protection, exerting undue influence or pressure against the buyer, the demand of prices not comparable to the acquisition of equivalents or similar goods from other sources.

9.3 Purchasing

The buyer must submit an order online containing the following –

- 9.3.1 The product chosen including the brand, size and quantity;
- 9.3.2 The advice on the sum paid and the payee's identity;
- 9.3.3 Mode of payment with details;
- 9.3.4 Address of place of delivery including contact detail of receiver;
- 9.3.5 Any other relevant information to ensure successful delivery.
- 9.3.6 The seller must issue an online receipt to the buyer upon receiving the payment.
- 9.3.7 An order is deemed invalid if the buyer does not fulfil payment requirement before the expected delivery date.

Section 88 of CCA2010 prohibits any person from accepting payment of goods and services without being able to supply as ordered.

- 9.3.8 The seller can deduct reasonable cost incurred due to the invalidation of the purchase and refund the balance to the buyer within fourteen (14) days from the date of invalidation.

Section 76 of CCA2010 prohibits any person from engaging in conducts that is deemed unconscionable in nature. Consideration such as the relative strength of the seller and the buyer, the imposition of conditions by the seller not appropriate for his legitimate protection, exerting undue influence or pressure against the buyer, the demand of prices not comparable to the acquisition of equivalents or similar goods from other sources.

Section 94 of CCA2010 prohibits any person to make a request in the name of other person that goods be sent to that other person where, if those goods were sent to that other person, those goods would be unsolicited goods.

9.4 Product and service delivery

- 9.4.1 Delivery may be done in the normal manner by post, direct hand delivery or for collection from local centres.
- 9.4.2 No delivery should be done between the hours of 6.00pm to 6.00am, on public holidays, during week-ends and to the buyer's work place.

- 9.4.3 Items such as software, texts, documents, music, and other material can be delivered electronically over the Internet.
- 9.4.4 The delivery personnel must carry an ID with him at all times and also thoroughly check the identity of the person receiving before handing over the deliverables.
- 9.4.5 The delivery must be directed only to the address so appointed by the buyer and not to any other place.
- 9.4.6 The buyer shall be liable for additional costs of delivery should he change the address for delivery less than three (3) days from the expected date of delivery.
- 9.4.7 The seller reserves the right to refuse delivery, if the buyer has failed to pay the full amount by the agreed date. In such, case, the seller can deduct a reasonable amount from the money in his hand to cover for costs of preparing delivery.

9.5 After-sales service

- 9.5.1 The seller must ensure customers and orders information including warranty service are readily available online to customers and the minimum period to store such information shall be three (3) years or any other period required by law in Fiji.
- 9.5.2 The seller must provide after sales information on the location and address of support personnel and facilities of repairs available locally should there be a need for such service by the buyer during the warranty period.

Section 76 (5) of CCA2010 prohibits any person from making false representation that goods are new when it is not, sponsorship, approval, performance characteristics, accessories, uses or benefits they do not have, a price advantage of goods or services exists if it does not.

10.0 Glossary

Consumer: an individual who engages in electronic commerce for personal, family or household purposes.

Electronic Commerce: the conduct of commercial activities between vendors and consumers and the solicitation of donations from consumers over open networks, including the Internet. This definition is not intended to cover communications conducted solely over the telephone.

Intermediaries: third parties facilitating a transaction, including those responsible for the storage of information.

Personal Information: information about an identifiable individual that is recorded in any form.

Prominently Disclosed (with respect to information): easily visible and quickly accessible to consumers at the appropriate time. This includes accessibility through clearly labelled hot links.

Sales Transaction: a transaction involving the buying, selling, leasing or licensing of a good or service by electronic commerce.

Transaction: an electronic commerce transaction

Unauthorized Transaction: a transaction not authorized by the consumer due to theft, fraud or vendor error.

Business: an organization or an individual marketing, selling, leasing or licensing a good or service or soliciting donations by electronic commerce.

Contact Details

Fiji Commerce Commission

P O Box 5031

Raiwai

Suva

Ph: 3372178

Fax: 3372389

Email: helpdesk@commcomm.gov.fj

DRAFT