

Is the Electronic customer always right?

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March 2011

Qatar's Decree Law No. 16 of 2010 on Electronic Commerce and Transactions (E-Commerce Law), which came into effect towards the end of 2010, promises greater protection for consumers in electronic transactions. Although Qatar's Consumer Protection Law and Commercial Code offered some protection of consumers' rights, these laws were of a general nature and did not specifically deal with consumers in the context of e-commerce. The E-Commerce Law is timely given that online transactions are now part and parcel of life and conducted through a variety of electronic and telecommunication devices.

Concluding an electronic contract

The E-Commerce Law requires the terms of an electronic contract to be stated clearly to the consumer prior to an order (whether for goods or services) being placed and the contract concluded.

Article 55 states that where an electronic communication relates to an order to conclude a contract of commercial nature, a service provider shall, prior to an order being placed, provide the consumer with the terms and conditions of the contract in a clear and comprehensible manner. (Electronic communication is defined in the E-Commerce Law as "any communication of information by means of telecommunications".)

The terms of the contract to be provided should include information regarding the service provider, description of the main characteristics of the services or goods, prices, whether the consumer has the right to cancel the order, etc.

Additionally, the consumer has to be given "appropriate, effective and accessible" means of correcting any errors in an order before the order is placed. An acknowledgement should be sent "without undue delay" in order for the consumer to be sure that the order has been placed.

More importantly, Article 56 of the E-Commerce Law also specifies the point when an order or acknowledgement of contract is deemed to have been received. This is important in determining the point at which a contract has been concluded between the consumer and the service provider. Article 56 states that the order or the acknowledgement of receipt shall be deemed to be received when the parties to whom they are addressed are capable of accessing it.

Further, the acknowledgement of receipt may take the form of the provision of a service for which payment has been made.

Cooling-off period

It is not uncommon for consumers making purchases or conducting transactions electronically to have done so hastily or based on insufficient knowledge or a misconception of the products or services presented. In recognition of this, the E-Commerce Law allows for a 'cooling-off period', as in many other jurisdictions, during which a consumer may back out of a contract.

Article 57 states that unless the parties agree otherwise, the consumer shall have the right to rescind or terminate the contract within 3 days from the date of entering into the contract so long as the service provider does not fully implement the contract and the consumer does not use the goods or products nor receive any benefit or value from them.

The end of spam?

Those who have been frequently annoyed by spam ranging from junk emails to numerous text messages (sms) on mobile phones would be relieved by the prohibition on unsolicited communications under the E-Commerce Law.

Under Article 54, a service provider is required to have the “explicit consent” of a consumer regarding an electronic communication before it can be sent to that consumer. There is a presumption that consent of the consumer has been obtained where there is an existing relationship with the service provider which meets the apparent expectation of the consumer to receive the communication, provided that:

- The content of the communication is relevant to the purpose of the relationship.
- The service provider provides the recipient appropriate means and opportunity to opt out from receiving any further electronic communications at any time.

Data protection

Service providers are now required to protect the personal information of their customers. “Personal information” is defined in the E-Commerce Law as “information about an individual whose identity is apparent or can reasonably be ascertained either from that information or from a combination of that information and other information”.

A service provider is required by Article 59 to identify the purposes for which personal information about the customer is collected and is prohibited from collecting, using, retaining or disclosing such information for undisclosed or unauthorised purposes unless permitted or required by law.

A service provider is also required to take “reasonable steps” in protecting the personal information of the customer and related records; the protection measures should be commensurate with the importance of the information.