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**THE SAFEGUARDING OF THE CONSUMER IN ELECTRONIC  
COMMERCE**

**Comparison analysis between Morocco and Finland**

**Thesis**

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## Abstract

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<p>I decided in this thesis to examine the safeguarding of consumers in the context of e-commerce, specifically focusing on a comparative analysis of the Moroccan and Finnish legislations. Since I studied business law in my home country (Morocco), and now I am pursuing a second bachelor's degree in business administration management in Finland, as a result, I was able to examine Finnish legislation and compare them to Moroccan ones. The goal of the study was to provide a comprehensive overview of the legal structures and measures in place in both nations to safeguard consumers. A comparative study methodology is used to attain the objectives. The study examined and compared relevant Moroccan and Finnish legislation, rules, and judicial precedents, with a focus on e-commerce-related laws and regulations. Case studies and expert interviews are also done to elicit thoughts from practitioners and stakeholders familiar with consumer protection issues in both countries.</p> <p>The thesis finalizes with recommendations for policymakers and stakeholders in both Morocco and Finland to improve consumer safety in e-commerce based on the comparative analysis. The findings add to the body of research on consumer rights in the digital marketplace and provide useful insights for regulators, firms, and consumers navigating the complicated legal landscape of e-commerce.</p>		

<p><b>Key words</b></p> <p>Case studies, challenges, comparative study, consumer protection, consumer rights, contract law, data protection, dispute resolution, e-commerce, Finnish law, implementation, legislation, Moroccan law, regulations.</p>
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**ABSTRACT**  
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## 1 INTRODUCTION

For several years, the internet has been a true revolution. It has developed in all possible areas and constitutes a source of information on a planetary scale, a means of communication that allows for extraordinary speed of exchanges, and a means of conducting commercial activity. It is characterized by the dematerialization of acts, mastery of distance, and considerable time savings. However, the virtual space that constitutes the internet carries risks because it allows for the development of illicit activities, the circulation of false information, and the rapid spread of computer viruses.

We observe that the development of the internet has given rise to a new type of commerce which is "Electronic Commerce". The LCEN (Law No. 2004-575 of June 21, 2004, for Confidence in the Digital Economy) defined for the first time in French law the notion of electronic commerce as "the economic activity by which a person offers or ensures at a distance and electronically the supply of goods or services." This activity is defined very broadly as it includes both online information services, commercial communications, and tools for searching, accessing, and retrieving data, accessing a communication network, or hosting information. E-commerce today constitutes the most advanced form of distance commerce. The buyer has an additional, fast, and efficient means of contracting without physical travel; a variety of national and international products and services that are not necessarily found in stores; and an opportunity to easily compare prices.

Notwithstanding this digital evolution that has invaded the traditional market while creating an abstract market characterized by its efficiency and speed, the latter today inspires both fascination and concern. Electronic commerce exposes the consumer to a few difficulties. Certainly, consumer law could be considered an idealistic right, in that by providing the consumer with maximum information, they will educate themselves and become capable of demonstrating more discernment in their choices. It is in this spirit that the legislator sometimes requires professionals to cooperate. Thus, if a default of payment of installments results from a layoff or an unpredictable social situation, the action for payment can only be brought after a mediation operation. However, cyber merchants do not always respect all the regulations relating to electronic commerce and more specifically, that concerning the electronic contract. The Moroccan legislator has therefore worked to organize a system of protection for the cyberconsumer at the legislative level because one of the best ways to ensure the security of Internet use and therefore the development of electronic commerce is to strengthen the protection of the cyberconsumer by developing their trust and information while ensuring that providers of goods

with the legal rules in this regard. It is always necessary to try to find a balance between the development of electronic commerce and respect for consumer rights. Following this general introduction, we can ask the following question: To what extent can the cyberconsumer be protected? In this thesis, we will try to answer the question above by analyzing the legal framework and challenges of electronic contracts in a first part, and by evoking the protection of the cyber consumer in a second part in both Morocco and Finland. I would like to emphasize that this work is inspired from my previous thesis in Morocco: (“La protection du consommateur dans les contrats électroniques”), in my previous thesis I only did focus on the legal part of the subject and only on the Moroccan law. In this thesis, I will be analyzing the legal and the economic sides of both countries, considering my previous bachelor’s degrees and my current pursuit of a bachelor’s degree in business administration management, I want to put what I’ve learned in this job to good use.

### **1.1 Thesis objectives**

The choice of this subject wasn’t a coincidence, this study is the result of 5 years of studies, I made this choice because of my educational background. The main goal of this thesis is to analyze the legal frameworks in two countries: Morocco and Finland and try to make a comparison between those two countries legislation to know how we can protect the consumer in the electronic commerce, even though Internet generally and e-commerce specially grows fast contrary to the law. In this thesis, I will study the following research question **to what extent can we protect the e-consumer?** Furthermore, this thesis focuses on the Finnish legislation that we assume put more efforts in protecting the consumer than the Moroccan legislation in term of the application of the law. However, we will verify if this hypothesis is true or not and we will try to answer all the questions that comes to your mind as a reader.

### **1.2 Research methodology and limitations**

Consumer protection in electronic commerce is critical for preserving consumer welfare and building confidence. As noted in the modified OECD Recommendation on Consumer Protection in E-commerce (2016), finding the appropriate allocation of responsibility for the protection of consumers among relevant e-commerce actors is critical. Traditional conceptions of product safety and liability,

on the other hand, may not always apply to the new world of Internet of Things (IoT) devices and applications. To address these concerns, this thesis will perform a thorough literature analysis to assess the current state of consumer protection in e-commerce. Furthermore, this study will evaluate and contrast Morocco's and Finland's consumer protection measures for electronic commerce. Morocco and Finland were selected due to their diverse cultural and economic origins, which may have an impact on consumer protection practices as a first reason. And for the fact that I lived in these two countries, and I experienced the purchases via internet and studied their legal framework as a second reason.

The qualitative research technique used for this thesis focuses on understanding and interpreting the complex phenomenon of consumer protection in e-commerce in Morocco and Finland through a comparative comparison. Qualitative research enables an examination of consumers' experiences, beliefs, and actions in these two countries, providing significant insights into the effectiveness of existing legal frameworks and highlighting potential areas for reform. This study intends to capture the subtle features of consumer protection in e-commerce by using methodologies such as focus content analysis of important documents and legislation, analyzing articles and their application while taking cultural, legal, and contextual differences between Morocco and Finland into account.

## **2 THE LEGAL FRAMEWORK AND CHALLENGES OF THE E-CONTRACTS**

This chapter analyzes contract formulation and execution under Moroccan and Finnish law. Its goal is to examine and contrast the key components of contract law in various nations. The legal frameworks of Morocco and Finland are investigated to comprehend the requirements and processes for valid contract creation, as well as the responsibilities and rights of parties during contract execution. By exploring these environments, we get a full grasp of the rules and procedures that regulate contractual interactions in both Morocco and Finland.

### **2.1 Electronic Contract Formation and Execution**

Contracts in Morocco are governed by the DOC, a legislative text implemented by the authorities of the French protectorate in 1913. The DOC is divided into two sections: one dealing with general obligations and the other with specific contracts and quasi-contracts such as sale, exchange, lease, deposit and escrow, mandate, loan, association, aleatory contract, transaction, suretyship, pledge, and various types of creditors. Contracts, on the other hand, are regulated by the Commercial Code as amended by DH No. 1-968-83 of August 1, (1992). This is especially relevant in commercial contracts: commits with or without dispossession.

The DOC, like the Commercial Code, seems to be liberal code that focus on individual liberty and the will of people. Classical theory is founded on the principle of will liberty, which states that people are able to establish their own form of law: the contract. E-commerce activity is typically translated into a contract, which is a traditional legal tool produced and accessible to economic actors by law. Distance is inevitable in this case. Because of the ability of computer networks to cross borders, the potentially depersonalized and international nature of electronic commerce has disrupted the legal parameters. A digital agreement is a contract that is executed electronically over a long distance in which a merchant or service provider sells a specific commodity or service to a specified receiver for a price. E-commerce would not exist if this form of contract did not exist.

E-commerce activity is typically translated into a conventional legal tool made accessible to economic participants by legislation: the contract. This contract must be concluded remotely. Furthermore, due to computer networks' ability to bypass borders, there may be a disconnected and probably international character. These aspects of online shopping contracts have thrown the legal system into a loop. A

digital agreement is a contract that is concluded remotely in electronic form by which a merchant or service provider offers a specified good or service to a specific recipient or the public for a fee. E-commerce would not exist without this type of contract.

It cannot be restricted that an electronic agreement is distinguished by guidelines regulating its creation and conclusion, and these contract particularities intent to achieve two goals from two different perspectives: From the standpoint of the cyber-merchant, knowing and understanding the regulations of law that must be followed for the sale contract suggested on his online store for consumers or professional to be legitimate. From the standpoint of the customer, determining compliance (or non-compliance) with these regulations on a digital contract prior to committing. Following this brief introduction, it is suitable to examine the conditions for electronic contract formation in the first section before addressing electronic contract execution in the second section.

### **2.1.1 Conditions for Formation of Electronic Contracts**

An electronic contract must be formed in accordance with the four classical contract validity conditions (consent, capacity, object, and cause): The first condition is the consent, the cyber buyer expresses their consent in an electronic transaction by pressing on a button that invites them to confirm purchase choices. Through double-clicking, the e-merchant must set up an essential verification procedure for the "yes" button. Acceptance of the commercial offer expresses consent.

The second condition is capacity, in theory, every adult with full legal capacity can enter into an agreement. When the contract is signed, an unemancipated minor and an incapable adult must be represented. It is difficult for the e-merchant to guarantee that the individuals involved meet the eligibility requirements for a specific product or service.

The third condition is the object, the e-merchant is required to guarantee that the goods offered are legal under the laws of the country. Then, we find the fourth condition which is the cause: The cause implies that the reasons for the parties' contracting must be legal and in accordance with public order. Further to the broad guidelines based on the common law of obligations and contracts contained in the Moroccan Civil and Commercial Code, Law No. 53-05 on Electronic Data Exchange provides special rules. The Moroccan legislature implemented these special rules to account for the characteristics of digital contracts and safeguard e-commerce. These regulations regulate the formation of a digital agreement through the offer and acceptance, the equivalence of digital writing to paper-based writing,

electronic signature, and electronic archiving. All the concepts developed by Law No. 53-05 on Electronic Data Exchange are novel in comparison to the characteristics of traditional contracts:

Electronic offer: A merchant or service provider makes contractual or other information about goods and services available to the public in electronic form to conclude an electronic contract. When individuals give their consent or professionals transmit their electronic contact information, this information is communicated via e-mail. To conclude an electronic contract, the merchant's or service provider's offer must include the following mandatory information about the goods or services offered:

- 1- The main features of the good, service, or business in question, or one of its components.
- 2- The conditions of sale of a good or service, or the terms of sale of a business or one of its components.
- 3- The various steps to be taken to digitally conclude the contract, such as the conditions of the agreement upon which both sides are relieved from their mutual responsibilities.
- 4- The technical procedures by which the future user can detect and fix any mistakes that are made while providing data before the contract is signed.
- 5- The languages suggested for the contract conclusion.
- 6- The processes of the writer of the offer saving the contract and the terms for having access to the archived contract if the nature or object of the contract justifies it.

The chapter also examines the notion of electronic acceptance. Following receipt of the offer and any possible changes, the receiver must submit electronic acceptance, which must be confirmed and transmitted to the offer's originator. The offeror must promptly acknowledge receipt of the acceptance. The correspondence between electronic writing and electronic signatures and their written equivalents is investigated. Electronic writing has the same evidential value as paper-based writing, if the author can be recognized, and the authenticity is retained. It is critical to utilize a secure electronic signature, which attaches the signature to the act and ensures the signatory's identity and the integrity of the connected act.

Finally, the significance of electronic archiving is emphasized. Copies of electronic writings are acknowledged as having probative force if electronic originals are kept in compliance with the prescribed standards. Document conservation has legal ramifications for electronic archiving.

### 2.1.2 Execution of Electronic Contracts

The electronic contract, like any other agreement, has two stages the Moroccan constitution, chapter 32 (2011): contract formation and contract execution. The parties are bound by the terms of the electronic contract. If the electronic contract is not performed or is performed incorrectly, the conflict may be caused before the legal system. To better understand the procedure for executing this contract, the obligations that weigh on the e-merchant must be presented before moving on to the obligations that weigh on the e-consumer.

E-merchant Obligations, the supplier of services has a result duty when it comes to contract execution. They must deliver a product that conforms to the consumer's order within 30 days of the order being placed. They must provide a safe payment method. In the event of fraud, liability is assumed, and the e-consumer is reimbursed. In the event of a defect, they must repair, replace, or refund the product. They must notify the buyer if the product is unavailable and offer a refund or replacement. The e-consumer's obligations: Regardless of being a less powerful participant and having their rights violated, the e-consumer has several obligations, including taking possession of the product and paying the agreed-upon price. Payment is made with a credit card and is non-refundable.

What does payment in an electronic contract imply? Payment is the condition for contract formation in an electronic contract. Payment is made either immediately by credit card or upon delivery of the product or service, by bank transfer, check, or cash. Whenever placing an order, customers must be informed of the option of exercising their right of withdrawal, which enables them to cancel within 7 days (from the receipt of the order for a product and from the acceptance of the offer for a service), without having to justify themselves and without having to pay penalties, except for the product's return costs. The seller must refund all amounts paid, including the amount of the order and delivery costs, within 30 days of the date of retraction. The right of withdrawal was established by Law 31-08 (2011), which also included consumer protection measures. It allows the consumer to change their mind once the contract is formed and unilaterally. The new legislation was regarded as groundbreaking, with the remark that "to sign is only to want." But wanting for a week is no longer enough; to be truly committed, one must want for a week. Isn't this a contract law revolution?

### 2.1.3 A pragmatic decision based on the execution of the electronic contract

*Highlights the difficulties faced by judges in dealing with new disputes related to electronic signature. In this case, it concerned a vehicle leasing contract with an option to purchase, concluded between a client and a financing company. The conclusion of the contract was done through an electronic signature process in the dealership's premises, in the presence of the client (face-to-face signature) and a member of the dealership's staff. Following numerous unpaid installments, the financing company eventually sued its client before the court of first instance. But being unsuccessful, it appealed the decision>>. The decision of May 2, 2019, rendered by the Court of Orleans.*

The contract, according to the corporation, exists because of the client's electronic signature. It is dependent on the complete safe procedure that was put in place to allow trustworthy authentication, which was not difficult since this identity verification activity was done face-to-face. In fact, the electronic signature is based on an electronic identification certificate issued by a trustworthy service provider. In addition, regardless of the client's actual presence, their identity is verified in the dealership, and they receive an identifying SMS on their own mobile phone. This technical and safe identification procedure clearly confirms the signature's dependability and the existence of the contract. As a result, all its legal implications must be shared by the parties.

## 2.2 Challenges of Electronic Contracts

When a consumer makes a purchase online, they want to ensure that the data disclosed to the merchant is protected and that the use of their credit card is limited to payment for the purchase made. These legitimate concerns fall under the area of protection and security. However, the consumer's expectations do not stop there. They also want to be assured that the goods they have ordered and paid for will be delivered to them in accordance with what was presented to them. These concerns fall under the realm of trust. For example, in a recent study of 3,568 Quebec websites, only 262 offered online payment, over 50% did not indicate shipping fees, and only a third displayed a privacy policy. As for product delivery, which is the most common problem, over 40% of difficulties encountered involve non-compliance with delivery times. This mistrust of online commerce is not unique to Quebec. The same phenomenon is denounced worldwide. And yet, remote consumption is not new. Who hasn't flipped through the huge catalogs distributed in most households in the past and ordered the coveted objects via telephone or mail? The potential of technology today is enormous; with the advent of the Internet, the consumer can access a multitude of products more quickly, compare prices, and even conclude and execute the entire transaction without leaving the comfort of their living room.

Is the law ready to face this new reality? Certainly, the electronic contract has invaded contract law and pushed legislators to implement new laws near the 31-08 law to protect the consumer who chooses distance contracts, which are subject to special attention from legislators due to their dangers. The danger of this process lies in the disappointment of the coveted object or the execution of the service provision upon receipt. The validity of this contract is subject to compliance with the provisions of the 53-05 law relating to electronic ex-change of legal data as well as the conditions provided for in the 31-08 law. But it is difficult to ignore the growing divorce between these performances and the less brilliant evolution of electronic reality. Given this brief introduction, the question that arises is the effectiveness of these reforms in their implementation. Do these contributions respond to the reality of the market, and within what limits? To be able to answer these questions in a relevant way, we must first study the difficulties encountered by e-consumers, to come up with advantages, to make a productive critique of these reforms more easily in a second part.

### **3 PROTECTION OF CYBER CONSUMERS**

To provide consumer protection in internet commerce, it is critical to examine the consumer's place of residence's regulation. This chapter intends to present Moroccan and Finnish legislation in this regard. We shall investigate the measures and regulations established to protect consumers in internet commerce by evaluating the legal frameworks of these nations. The emphasis will be on understanding customers' rights and remedies, as well as the obligations and responsibilities of internet firms operating in Morocco and Finland. This chapter tries to offer a detailed review of the safeguards in place to protect consumers engaged in internet commerce in both Morocco and Finland by analyzing these legal frameworks.

#### **3.1 Finnish and Moroccan legal framework**

It is essential to know that even the e-commerce is part of the economic inch, the law will always be present and try to make the economy follow a certain structure and avoid all kind of fallacies. For this circumstance reason, it is important to represent in this chapter of the thesis the Finnish and Moroccan legal framework.

##### **3.1.1 Moroccan legal framework**

The e-commerce sector in Morocco is experiencing significant growth and requires a legal framework to ensure consumer protection and keep pace with the rapid technological advancements of Moroccan operators. Commercial law has traditionally been based on commercial law to regulate the interests of professional bodies and adapt them to the needs of trade. Following this logic, e-commerce follows the same strategy and employs commercial law. This gave rise to the Electronic Commerce Act, which contains informal norms issued by non-state agencies but endorsed by organizations or communities that have significant legal implications for electronic commerce. In cyberspace, this new law responds to the need for electronic transactions and emphasizes the need for a legal basis to inspire trust in Morocco's digital space. Thus, Law No. 53-05 concludes: the probative value of electronic documents, electronic signatures as a means of perfecting certain legal acts, and electronic contracts as a necessary tool for the development of electronic commerce. Law No. 53-05 on the electronic exchange of legal data establishes the applicable regulations for the electronic exchange of legal data, the equivalence of paper and electronic documents, and electronic signatures. According to its first article, it also

establishes the legal framework applicable to the activities carried out by electronic certification service providers and the rules to be followed by these providers and holders of the electronic certificates issued.

### **3.1.2 Finnish legal framework**

When it comes to Finland, the e-commerce is developed on far comparing with the Moroccan framework in e-commerce. The proof is that Finland thought about the e-protection in 1978, by the act (No°38 of 1978) This Act regulates the offering, selling and other marketing of consumer goods and services by businesses to consumers. The Act applies also where a business acts as an intermediary in the transfer of goods or services to consumers” It means, that the Finnish legislation since 1978 was willing to protect the consumer from any default of transferring of goods or services to consumers before the invention of the E-commerce. Most of the Finnish laws related to online business activities apply to all business activities, not just online businesses. The most important regulations for online businesses are: the Consumer Protection Act, which applies distance selling regulations to electronic commerce, and the Information Society Code (917/2014), which establishes regulations on electronic privacy, consumer protection, communication networks and data ) security, which aims to simplify procedures and promote equal opportunities for service providers in the market; and the Personal Data Act (1523/1999) and the General Data Protection Regulation, which regulate the protection of individuals in the provision of goods and services in EU countries processing of data. The consumer protection act, or” Kuluttajansuojalaki” (1978), it is an act that deals with all the failings of e-commerce. Without doubt, a perfect law does not exist, there will always be people who believe themselves above the law will not respect the notions of the act. and it is for this reason that I would like to quote some of the OCDE recommendations: Consumers engaged in e-commerce should receive transparent and effective protection on at least one level comparable to that provided in other forms of commerce. Companies should not misrepresent or conceal any terms or conditions likely to influence a consumer’s decision regarding a transaction. Businesses should not engage in misleading practices in relation to with the collection and use of consumer personal data.

The “Kuluttajansuojalaki” is the most important piece of legislation where Finland does express all the challenges that a consumer can face during an electronic purchase. However, there is a difference between law and law’s application. The act is looking to ensure that the consumer in e-commerce receive the same protection as the safeguarding in the traditional commerce. In addition to the legislation framework, Finland offers consumer consulting.

services to help e-consumers understand the complexity of the digital economy. The Finnish Competition and Consumer Authority (FCCA) (2012) and consumer advisory centers provide customers with information, guidance, and help, allowing them to make educated decisions and understand their rights in e-commerce. What is the relationship that relates the competition law and the e-consumer protection? The law of competition can be characterized as an ensemble of legislative laws that focus on assuring the principles of liberty and industry are maintained. Competition rules also try to safeguard consumer efficiency and well-being. Consumer and competition rights are intended to safeguard the consumer's interests.

Regardless, the goal of competition law, which is based on the adoption of non-competitive economic behavior in the market and in preference to competition structures on this market, must certainly adapt to the evolution of trade electronics and take on a role of control and monitoring of anti-competitive practices in the electronic market. Finland is likewise attempting to adapt competition legislation to the problems of electronic commerce as a member of the European Union. Finland's competition authorities play an important role in monitoring and combating anti concurrent activity in the internet market. Finland, which is recognized for its dedication to equality and consumer protection, acknowledges the need of maintaining an efficient and equitable electronic market. Finnish regulators collaborate closely with other OCDE members to implement the organization's recommendations to maintain fair competition and defend consumers' interests in internet commerce. Finland is aiming to offer a secure and equitable online environment for consumers because of these efforts, while simultaneously fostering innovation and competition in the electronic market. Considering the preceding, we may conclude that e-commerce continues to play a role as an indicator of competitive growth, and it must be closely watched by regulatory authorities' competition.

## **4 COMPARATIVE ANALYSIS**

This chapter examines consumer protection legislation in Morocco and Finland to determine the degree to which e-consumers can be appropriately protected in both jurisdictions. It will highlight the legal framework's strengths and shortcomings, indicating areas where adjustments may be made to bridge gaps and correct any flaws that may exist. Finally, regardless of the country's degree of development, the goal is to give ideas and tactics to improve consumer safety in e-commerce.

### **4.1 Frame of references**

The frame of references for this analysis will be the legislation of Morocco and Finland in consumer protection in the E-commerce. Before arriving at this stage of the thesis, we examined the frameworks established in both countries, in the previous chapter we evoked both legislations by making appeal to articles, acts and laws. It is obvious that Finland is a developed country comparing with Morocco, however the question is not to criticize and make one country look better and stronger than the other one, but we are trying to find the solutions for these fallacies and try to see to what extend the e-consumer can be protected.

### **4.2 Grounds for comparison**

The unique reason me to choose to make this comparison analysis between Morocco and Finland, and not another country is my educational background. Furthermore, is also the reason why I chose this specific topic. I studied business law in Morocco, and I got my first bachelor's degree two years ago, and during the 3 years of my bachelor's degree, I collected a lot of data concerning consumer law in Morocco and how the e-consumer is protected in Morocco. After graduating, I decided to take a new adventure and come to Finland to study another bachelor's degree in business administration management at Centria, where I collected a lot of knowledge as well in the library and talking to specialists about the Finnish legislation concerning the consumer protection in e-commerce. I would like to thank the teacher Peter Finell, for the precious information that he gave me before I started my thesis and he helped me to collect data of the Finnish legislation, knowing he is an expert in the material. This comparison doesn't touch only the legal side of the two countries, but also the economic side and I am trying to evoke the knowledge that I acquired in Centria during my bachelor's degree.

### 4.3 The main comparison

Morocco and Finland have different consumer protection legislation when it comes to e-commerce. Consumer protection in e-commerce in Morocco is largely controlled by the Consumer Protection Law, which attempts to protect customers' rights in online transactions. The law includes measures for fair commercial practices, information disclosure, dispute resolution, and the ability to cancel contracts. Finland, on the other hand, has comprehensive consumer protection legislation in place, including the Consumer Protection Act and the Act on Distance Contracts and Door-to-Door Sales. These laws govern disclosure of information, cancellation rights, liability, and dispute settlement. While both nations place a premium on consumer protection, there may be disparities in particular rules and enforcement procedures.

<b>Aspects of Consumer Protection</b>	<b>Moroccan Legislation</b>	<b>Finnish Legislation</b>
<b>Basic Legislation</b>	Consumer Code	Consumer Protection Act (Kuluttajansuojalaki)
<b>Specific E-commerce Regulation</b>	Law No. 31-08 on e-commerce	Distance Selling Act (Laki etämyynnistä)
<b>Right of Withdrawal and Returns</b>	Provides a 7-day withdrawal period for online purchases	Provides a right of withdrawal for distance sales
<b>Pre-contractual Information Obligation</b>	Obligation to provide clear information about the products and services sold	Obligation to provide clear information about the products and services sold
<b>Personal Data Protection</b>	Law No. 09-08 on the protection of individuals regarding the processing of personal data	Personal Data Act (1523/1999) and General Data Protection Regulation (GDPR)

<b>Seller's Liability and Warranties</b>	Obligation to provide compliant products and ensure statutory warranties.	Obligation to provide compliant products and ensure statutory warranties.
<b>Prohibition of Misleading Commercial Practices</b>	Interdiction of misleading commercial practices	Interdiction of misleading commercial practices
<b>Protection against Fraud and Scams</b>	Imposes sanctions against online fraud and scams	Imposes sanctions against online fraud and scams
<b>Dispute Resolution</b>	Provides procedures for mediation and arbitration of disputes between consumers and businesses	Consumer Disputes Board (Kuluttajariitalautakunta) for dispute resolution
<b>Surveillance Organizations</b>	Ministry of Industry, Trade, and Green Economy, Competition Authority of Morocco	Finnish Competition and Consumer Authority (FCCA)
<b>International Cooperation</b>	Morocco's membership in international agreements and conventions on consumer protection	The participation in international cooperation initiatives, such as the OECD

The Consumer Protection Act (Kuluttajansuojalaki) (1978) is Finland's core consumer protection law. This law strives to promote transparent and equitable interactions between customers and businesses, and its rules have been expanded to include e-commerce. It imposes strict restrictions against deceptive commercial activities, requiring firms to give accurate information about the items and services they sell. Furthermore, Finland has a specific monitoring body, the Finnish Competition and Consumer Authority (FCCA), which assures legislative enforcement and dispute settlement. Moroccan legislation, on the other hand, contains the Consumer Code and Law No. 31-08 on e-commerce. While these laws cover consumer protection in e-commerce, precise rules may be lacking. For example, the withdrawal and warranty rights for online purchases are restricted to a 7-day period, although Finnish law gives a more extended right of withdrawal for distance transactions. Furthermore, Finnish legislation is backed up by European directives such as the General Data Protection Regulation (GDPR) (2016), which strengthens consumer data protection.

I will resume the comparison analysis, what I did conclude from my modest perspective is that, unfortunately, Morocco does not put in application laws and articles. For a reason or another, Finland stays better in this area of protecting the e-consumer and not because of the excess of data but by its application and making the law above everyone. If you followed the logic of the thesis before arriving at that stage, you will understand that the Moroccan legislation is stronger in papers, but in the real life none of the legislation saw the day in Morocco. I am really wondering what the plans of Morocco are to change this situation. The lack of legislation was never the problem; however, the application of this legislation is a real issue.

#### **4.4 Scope of application of the Finnish legislation on consumer protection**

The Consumer Protection Act of 1978, which was updated in December 2021, defines the extent of application of Finnish consumer protection regulations in electronic commerce. This legislation is intended to safeguard consumers at all phases of the electronic contract creation process, including before, during, and after the transaction. However, because of the continually changing digital world, existing regulations may not cover every facet of e-commerce.

Finnish consumer protection rules, like those in other countries, may struggle to keep up with the rapid advancement of technology and the advent of new online business models. It might be difficult for the law to predict and treat every potential event in e-commerce. Furthermore, establishing and enforcing the law in a diversified and large online market can be problematic. It is critical to understand that commercial law, civil law, and criminal law are typically only relevant inside the nation in which they are created. In overseas dealings, international law takes precedence over the 1978 Finnish Consumer Protection Act.

Control methods are required to handle disputes that may develop after the transaction is finished. As noted in the study and comparative analysis, one proposal is to delegate the duty for resolving such disagreements to local courts. As a result, these courts can handle a variety of unique situations, contributing to the development of case law or jurisprudence in the context of e-commerce.

<b>Aspect</b>	<b>Summary</b>	<b>Critical Analysis</b>
<b>Finnish legislation on consumer protection in e-commerce</b>	The 1978 Finnish Consumer Protection Act, as revised in December 2021, applies to electronic commerce, and attempts to safeguard customers throughout the contract formation process. However, owing to the quickly changing digital world, it may not cover all elements of e-commerce.	The summary accurately represents the scope of the Finnish legislation on consumer protection in e-commerce and acknowledges the challenges posed by technological advancements.
<b>Limitations of the Finnish legal framework</b>	Like legislation in other countries, Finnish consumer protection laws face limitations in keeping up with the fast progress of technology and the emergence of new internet business models. Implementing and enforcing the law in a diverse online economy may present practical difficulties.	The summary effectively highlights the limitations of the Finnish legal framework in the context of e-commerce. It acknowledges the difficulty of adapting laws to rapid technological advancements and the challenges of enforcement in an expansive online economy.
<b>Application of Finnish law in international transactions</b>	Finnish consumer protection laws are primarily applicable within the country, but in international transactions, the focus shifts to international law rather than relying solely on the Finnish Consumer Protection Act of 1978.	The summary accurately explains that Finnish law primarily applies within the country and that international transactions involve consideration of international law
<b>Mechanisms for resolving conflicts in e-commerce</b>	To address conflicts arising after the completion of a transaction, one recommendation is to assign the responsibility of regulating such conflicts to local courts. This would allow them to handle different and novel cases, contributing to the development of case law or jurisprudence in e-commerce.	The summary accurately suggests using local courts to regulate conflicts in e-commerce and highlights the importance of developing case law or jurisprudence. This approach can provide flexibility in resolving unique cases and contribute to the ongoing development of legal frameworks in e-commerce.

## 5 CONCLUSION

To sum up everything that has been stated before, we can allow ourselves to say that the reason why consumers are reticent to the e-commerce especially in Morocco is due to the lack of technical and legal security of online transactions. Indeed, this analysis shows that it is necessary to protect the consumers, both in the pre-contractual phase and during the execution of the contract. Considering the foregoing, we can conclude that the urge to innovate in e-commerce should not obstruct the preservation and guarantee of consumer rights. Consumer rights are increasingly under threat as e-commerce evolves. It is true that Moroccan legislation has undergone fresh modifications to protect online consumers. However, due to its history, the industry of e-commerce still contains faults and limits that could undermine these new reforms. Concerning Finland, even though the situation seems perfect and untouched, we need to be aware that the e-commerce is classified as a positive law, which means is growing and changes every day. In these circumstances, two major goals are at concerns: first, the economic relevance of e-commerce growth, and second, the legal necessity of protecting online customers. Indeed, the growth of e-commerce necessitates e-consumers' complete trust, which necessitates their safety. These two goals are not mutually exclusive, and the Moroccan and the Finnish parliament recognized this by identifying the bill transposing the e-commerce regulation as a law for digital economy trust. The protection of online consumers happens specifically throughout the contract drafting process, notably in securing the online consumer's permission. Analyzing the online consumer protection system reveals that it is partly subject to conventional contract and e-commerce rules, but it also includes significant integration.

Future study might go deeper into the comparative comparison of consumer protection regulations in e-commerce, looking beyond Morocco and Finland. Furthermore, policymakers and scholars might benefit from evaluating the efficacy of existing regulatory frameworks and their effects on consumer behavior and trust in online transactions. To improve the research's dependability, rigorous approaches, such as robust data gathering and analysis techniques, should be used. It is critical to ensure that research methodologies are transparent and that any potential biases or limits in the study are addressed. This will increase the findings' credibility and validity. This research has provided invaluable insights into the complexity of consumer protection in e-commerce. The study approach has helped with personal learning and professional development, particularly in terms of comprehending the legal implications and problems of the digital economy. Moving ahead, the findings of this study

can be used to provide the groundwork for further research and participation in the fields of consumer protection and e-commerce legislation.

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