

Online Shopping and Consumer Protection

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Abstract. The article deals with general trends of online shopping, with the focus on consumer protection issues. It outlines the main principles of consumer protection regulation; it is estimated how electronic shops, located in different countries of the European Union provide consumer protection, while selling goods to the customers, residing in other European Union countries. To compare the application of consumer protection rules in different countries, a comparison of electronic shops is carried out. The study uses the COPRAS multi-criteria assessment method. The comparison of electronic shops has revealed that consumer protection has a higher priority in electronic shops in Slovenia, Germany, and France than in electronic shops, located in other European Union countries; the lower priority is given by electronic stores located in Estonia, Malta, Bulgaria, Lithuania, and Latvia. At the end of the article, conclusions and recommendations are presented.

Keywords: online shopping, consumer, consumer protection.

1. Introduction

The growing number of the computer and Internet users (the global Internet usage has increased by about 480.4% from 2000 to 2011), which means the growing interest in purchasing goods or services over the Internet, which promotes the development of online shopping.

When comparing online shopping with the shopping, when such online telemarketing tools as telephone, television and catalogs are used, it is noticed

that due to the cheap communication and the access to a wide range of products, buying goods on the Internet is the most popular buying channel. When comparing sales growth rates, it is noticed that electronic commerce is the fastest growing form of trading: the rates of sales growth in electronic shops are growing by more than 11% every year, while in other shops (such as TV shops, retail shops, demonstrating goods at customers' homes, etc.) sales growth rates are less than 3% annually.

However, the survey that was carried out by the European Commission in 2009 shows that shoppers, who buy goods online have concerns about the receiving and returning of goods, complaints about the compensation of damages (21%), problems with payment by card (15%), claims of unfair contract terms (11%), complaints about prices and payments (6%) (delivery rates, price discrimination, when sellers sell the same product in different countries at different prices; claims about the additional taxes or incorrect pricing at the time of payment, etc.), and other conditions. This shows that the ignoring of consumer protection rules hampers the sale of goods online. As online commerce is most often more effective than traditional forms of trading, its successful and targeted development must be based on scientific knowledge, in particular in the area of consumer protection.

Consumer protection is a set of provisions, aimed at ensuring consumer rights, as well as fair trade competition and the provision of accurate information to customers. In addition, European legislation provides the protection of consumers' rights in the area of financial matters as well.

After the review of the literature (the books, published by such renowned world publishers as Oxford University Press, Cambridge University Press, Harvard University Press, Springer, M.E. Sharpe, Routledge, etc.), it was revealed that the authors, who published books about online commerce, relatively rarely write on consumer protection (about 7.6% of them). Even more rarely, consumer protection issues are being addressed by the authors, who have published books on the sale of goods online in foreign markets (only 2.7% of

them). Summarizing the reviewed literature, it is concluded that there is a lack of research work that would analyze consumer protection and online shopping in other countries.

The object of the study is the observance of consumer protection regulations in electronic shops. The subject of the study is the comparison of the compliance of consumer protection regulations.

The purpose of the study is the identification of the countries, where consumer protection is given the highest priority, when disclosing the peculiarities of online shopping.

The methods of the study: comparative, statistical, and multicriteria complex evaluation methods.

The study consists of two parts. The first part seeks to analyze the general trends of online shopping, to reveal the factors that inhibit its development, and to identify the basic principles of consumer protection regulation.

The second part focuses on ensuring consumer protection through online sales across the 28 different countries of the European Union. An integrated assessment is used to identify the countries, where consumer protection is given a higher priority.

The study found out that consumer protection is a top priority in electronic shops, located in Slovenia, Germany, and France.

2. General trends in online shopping

When revealing the trends of online shopping on both national and international markets, it is based on the results of the surveys, carried out by Eurobarometer, Eurostat, and by different national statistical authorities.

According to the survey data of the named institutions, the following trends are noticeable (Eurobarometer 2008; Eurostat Information society statistics 2009; Eurobarometer 2013):

- ✓ 53% of the European Union's population purchases goods online (which

is 7% more population than in 2011); the most online buyers are in the Netherlands (74%), Denmark (71%), and the United Kingdom (68%), but they usually buy goods from the local sellers. It is noted that the residents of Ireland, Luxembourg, and Malta are more likely to buy goods online from another country of the European Union than from local sellers (47%);

- ✓ most often residents trust local sellers (59% of the EU population would buy goods online from local sellers), than the sellers, located in another EU country (only 36% of residents would buy goods from the sellers in other EU countries);
- ✓ the main problems, that reduce the confidence in the sellers, are considered to be the problems of payment, delivery and after-purchase services (return and repairs); 71% of consumers consider that it difficult to deal with the issues, related to the return or warranty of goods, when the seller is in another country;
- ✓ residents point out that they face the following major barriers: the lack of information and advice on purchasing in the European Union; however, only 15% of all buyers have heard that European Consumer Centers can make this information available to them;
- ✓ when describing psychological moments, consumers point out that they lack advertising, product information, trust in sellers, clarity regarding the delivery, return, lodging of claims, redirecting conditions, guarantees on the protection of personal data, quality of goods; 38% of non-purchasers have revealed that they are afraid to provide their bank card data online. Although electronic shops should operate in 4–5 languages and should have customer service centers that would advise buyers in different (4–5) languages, most electronic shops publish information only in one language (there are 59% of such electronic shops) (Elvey Security Technologies 2012). But there are more factors that hinder online shopping.

Firstly, there are unfair terms of the purchase contract. 69% of purchase–sales contracts of electronic shops are considered to be unfair, for example, buyers are not entitled to receive a new item or claim for damages if the delivered product is not working, there is no seller’s liability, it does not specify that purchasers can exercise their rights or they are made difficult to use, for example, 42% of electronic shops limit buyers’ right to refuse the contract, 36% of electronic shops do not provide contact information or addresses for the buyer to return the item. In addition, customers claimed that complaints were being processed for too long (37%); that the amount of damages was too low (37%) and that the seller’s decision was not acceptable (27%). The survey found out that only 69% of respondents know that they have the right to return the item without any reason within four days from the purchase; 30% of consumers know that they are not required to pay for a CD, if it has not been ordered and they can return it to the seller (Eurobarometer 2013).

Secondly, buyers are faced with unfair commercial practices. 73% of electronic shops do not provide information about geographic restrictions on the territory. 33% of buyers say that sellers did not agree to sell goods to residents of another country, and residents also revealed that often sellers stop the online purchase process, when a buyer collects credit card information and it turns out that the specified address is beyond the seller’s target market. In addition, vendors do not allow reviewing the merchandise offers if they are intended for visitors to the electronic shop from other countries (Paliulis et al. 2007).

Thirdly, customers have complaints about the quality of goods and delivery. 25% of buyers point out the fact that non-food products are unsafe, 41% of buyers say that no information is provided in electronic shops, whether products are environmentally friendly; 19% of buyers indicate that they had claims for long delivery times; 6% of buyers – for non-delivered items. According to European Consumer Centers, the majority of claims are due to the delivery of goods, but claims are also due to other reasons: 30% of all claims are related to logistics (unlisted goods are delivered, broken goods are delivered, goods are not

delivered, etc.). The survey showed that only 56% of people know that they have the right to request a repair of a defective product or to change it free of charge (Eurobarometer 2008; Eurostat Information society statistics 2009; Eurobarometer 2013).

Fourthly, buyers believe that there is a lot of misleading or deceptive advertising on the web (54% of buyers think so). 9% of electronic shops provide misleading advertising, which states that the games are “free”, but later people must pay a certain fee. Even if this clause is included in the purchase-sales contract, the price is not clearly indicated. In addition, there occurs another kind of misleading or deceptive advertisement: 44% of purchasers received fraudulent advertising, and 23% of buyers claimed that they bought on the basis of such advertising (Eurobarometer 2013).

Among the reasons, that prevent consumers from acquiring goods online from sellers located in other European Union countries, there may be different standards for electrical sockets; laws, restricting the marketing of medicines; labeling problems; delivery costs to another country; administration of intellectual property rights (films, sound recordings, etc.), which imposes additional costs (Commission of the European Communities 2009).

Attention is drawn to the following problems: the problem of providing effective compensatory measures for buyers, who have purchased poor quality goods; the problem of electronics waste collection; the issue of harmonization of the VAT rate in the territory of the European Union (State Audit report 2015), and other problems (Commission of the European Communities 2009).

It is considered that consumers find it hard to identify which vendors are respected outside their national market, and therefore, most of the online purchases in other countries are passive.

In general, the sale of goods online increases competition and consumer choice, which can encourage consumers to buy goods that are inaccessible in their country. It is therefore very important for the companies of the European Union not to apply territorial restrictions on the sale of goods online, leaving

consumers in one country without the possibility of ordering goods in other member states. At the same time, it is important to deliver timely and quality goods to customers in other countries.

To sum up, it is concluded that consumer protection should be given more attention. The implementation of the market observing mechanism is expected to help improve consumer protection.

3. Principles of consumer protection regulation

Regulation of the online shopping and the legalization of its certain forms necessarily require the consideration of the interests of consumers, whose protection and satisfaction are the most important task (Civilka 2003, 2006).

It is worth noting that the Internet salespeople are in different countries, whose legal systems are different. Therefore, in order to protect their interests, consumer rights are regulated not only by the laws of the individual country, but also by international legal documents (Stoney et al. 2003).

Worldwide, the United Nations Commission on International Trade Law, as well as the OECD (the Organisation for Economic Cooperation and Development), the World Trade Organization issue legal documents on the problems of electronic commerce. In Europe, the European Commission pays particular attention to this issue.

For example, consumer protection across the European Union is a priority under the European Union law (Civilka 2003, 2007)), the implementation of which under the conditions of the application of online trading technologies becomes very significant. This also means that the national rules of the Member States of the European Union establish common principles for the regulation of consumer protection in the European Union.

The principles of consumer rights protection for remote distance transactions were formulated in Directive 1997/7/EC and remained essentially unchanged in the current Directive 2011/83/EU which repealed it:

- ✓ before the conclusion of the transaction, the seller must provide to the buyer with his/her data, as well as information on goods, the prices of goods and services. The Directive provides for cases in which it is prohibited to enter into transactions without the prior buyer's intervention;
- ✓ after concluding the transaction, the buyer must receive the confirmation of the transaction; the contract may provide for its performance date, but if this period is not specified in the contract, it cannot be longer than 30 days;
- ✓ after concluding the transaction, the buyer can cancel it within 14 days.

This document also states that “the same period of the right of the withdrawal from the contract should apply to all online commerce contracts and for the contracts, concluded in non-commercial premises. In case of service contracts, the withdrawal period should end in 14 days from the date, on which the contract was concluded. In the case of purchase-sales contracts, the withdrawal period should end in 14 days from the date, when the consumer or the third party, indicated by the consumer, except for the carrier, physically acquires goods. In addition, the consumer should be able to exercise the right to withdraw from the contract before physically acquiring goods. If the customer has ordered several products in one order and they are delivered separately, the withdrawal period should end 14 days from the date, the consumer physically acquires the last item. If goods are delivered in different batches or parts, the withdrawal period should end in 14 days after the consumer physically acquires the last batch or part” (Directive 2011/83/EU 2011).

Directive 2011/83/EU also provides for exceptions, where the consumer cannot withdraw from the contract. Refunds may not be made on goods, made in accordance with a specification, provided by the consumer or on goods that are clearly adapted to the purchaser's personal needs; newspapers, periodicals or magazines are non-refundable, with the exception of subscriptions to such publications, also refunds may not be made on packaged video or audio

recordings or packaged software which, upon delivery, have not been unpacked; it is not possible to withdraw from the contract for goods of a perishable or short-lived nature, etc.

In addition, the aforementioned legal act states that the following information must be provided to the consumer:

- ✓ the identity data of the seller (name, surname, geographical address of the seller and his/her telephone number);
- ✓ the characteristics of the main product or service, to the extent, appropriate for the media and the product or service;
- ✓ the final price of the goods or services, including all taxes (this is also indicated in Directive 2005/29/EC: “the price must include all taxes or, if due to the nature of the product, this price cannot reasonably be calculated in advance, there must be indicated the method, by which this price is calculated, including, if applicable, any additional charges for the carriage of goods, delivery or postage costs, or, if these charges cannot be calculated in advance for duly justified reasons, additional charges, that may to be paid”);
- ✓ payment and delivery order (at the latest when beginning ordering process, online shopping websites should provide clear and legible information, whether there are any delivery restrictions and which payment methods are acceptable);
- ✓ information about warranty service and commercial guarantees, and other information.

In general, the European Union’s directives on consumer protection can be grouped into two main categories: the general application and enforcement of consumer rights in specific sectors or the use of special selling methods (Meier-Pesti et al. 2009).

The general rules are established in the following European Union legislation: in the Directive on the certain services of an information society, in particular,

in legal aspects of electronic commerce in the internal market (2000/31/EC), in Directive 2002/58/EC on the processing of personal data and the protection of privacy in the electronic communications sector, in the Directive on misleading and comparative advertising (2006/114/EC), in the Directive on payment services in the internal market (2015/2366/EU), in Regulation (EU-No 910/2014) on electronic identification and electronic transaction security in the internal market, by which the Directive on electronic signature was repealed (1999/93/EC), in the Directive on consumer protection by labelling the prices of the goods, proposed for consumers (98/6/EC), in the Directive on unfair terms in contracts with consumers (93/13/EEC), in the Directive on the responsibility for the environmental protection, in order to prevent environmental damage and remedy for it (2004/35/EC), in the Directive on the sales of certain consumer goods and some associated aspects of associated guarantees (1999/44/EC), etc.

The rules, defining sectoral or sales methods are mentioned in these European Union directives (Meier-Pesti et al. 2009): on foodstuffs (for example, on the labeling, presentation and advertising (2000/13/EC), on nutrition labeling for foodstuffs (90/496/EC, as partly amended by the Commission Directive 2003/120/EC), etc.), in the Directives on medical products (93/42/EEC, etc.); on consumer protection in respect of contracts, negotiated in non-commercial premises and on online shopping contracts (85/577/EEC and 2011/83 /EU respectively), etc.

When goods are bought and sold, using online trading technologies, the contract is firstly concluded by electronic means. Before the buyer places the order, the seller of the goods must provide information to the buyer, in a clear and unequivocal manner: about the order of the steps, taken in concluding the contract; technical tools for identifying and correcting order entry errors; to provide the information, whether the service provider will secure the text of the contract concluded, whether it will be possible to read the contract after its conclusion; to reveal, which languages will be offered to conclude a contract. The contract must specify at least substantive rights and obligations of the

parties; as well as the responsibilities of parties, conditions of delivery, etc. The contract must have the characteristics of the usual written contract (except materiality); it should indicate the validity of the contract.

The most commonly used model contracts include the registration of the user in the system, activation and identification of the user, filling in the order form and sending the order (instructions are provided on how to do this), legal requirements (conditions of the sales-purchase contract: rights, obligations, responsibilities of the buyer and seller, etc.) delivery of goods (order confirmation, account creation, standard delivery terms, delivery time, etc.), prices, discounts, conditions and terms of payment and return; data protection; intellectual property rights (copyright, related, industrial design and trademark law), and their protection and defense; storage of documents and data (expected period of storage in the database); the procedure of lodging of claims and dispute resolution (Elvey Security Technologies 2012). These and other provisions are also regulated by law. For example, on the basis of 13 June 2014, upon entry into force of the relevant provisions of the Civil Code of the Republic of Lithuania (Article 6.22810), the consumer has the right, without giving the reason and without having to incur any other expenses [than provided in the law], to cancel the order within 14 days, that is, to cancel the online contract or the contract, concluded in non-commercial premises, excluding some exceptions (Šttilis 2002; Law on Information Society Services of the Republic of Lithuania 2006).

It is noteworthy that previously the buyer was able to cancel the order within seven days of the receipt of the goods by notifying the seller in writing (Information Society Development Committee of the Republic of Lithuania, 2013).

The Civil Code of the Republic of Lithuania (Articles 1.73 and 6.192) provides that a signed contract may be transmitted by telecommunication equipment, provided that the security of the data transmitted is ensured and the country and signature can be identified (Law on Information Society Services of

the Republic of Lithuania 2006). Other legal acts also include the obligation for the seller of goods to provide with the terms of the contract (usually the standard terms of the contract) in a way that would allow the consumer to store the information, submitted to the consumer, access it and use it later (Štītīlis 2002; Law on Consumer Protection of the Republic of Lithuania 2007).

- ✓ indicate codes of conduct (ethics) that the service provider undertakes to comply with, and information on how to access these codes of conduct (ethics) by electronic means;
- ✓ provide the recipient with the terms and conditions of the contract in such a way as to enable him to store this information and use it later;
- ✓ provide information on the order of the actions, performed in the contract;
- ✓ provide the service provider with appropriate, efficient and affordable technical means to enable the latter to identify and correct input errors before placing an order;
- ✓ immediately confirm by electronic means that the order has been received (Law on Consumer Protection of the Republic of Lithuania 2007).

In addition, the Republic of Lithuania Law on the Protection of Consumer Rights (Article 5) lays down the obligation of the seller to provide information in clear and legible form on any delivery restrictions and possible means of payment in the websites, where goods or services are offered to consumers, before placing an order for goods or services.

In the case of the purchase-sale of goods, there must also be measures applied to ensure the authenticity and integrity of the information. Upon receiving a confirmation of the order, the buyer wants the order to be the one that he has sent. An electronic signature can be used to validate the authenticity of the information, which guarantees the whole content of the order, which allows identification of the buyer.

The authenticity and integrity of the information must be ensured not only when forming an order, but also an electronic account. The electronic account (without the mandatory elements such as the name and address) must contain the data, necessary for authenticity and maintaining the integrity of the archived accounts. The European Commission documents propose that the above-mentioned eligible electronic bills would be considered as evidence of a commercial transaction (Commission of the European Communities 2009; International Chamber of Commerce (ICC) 2012).

At the time of purchase-sale of goods, measures must be taken to ensure the confidentiality of information. This means that information about the buyer, both during and after the purchase, must be protected by a cipher (code) or otherwise from unauthorized persons.

Billing is very important when purchasing goods online. It is noticed that paying for goods by credit cards still puts customers in a mistrust. Trust is an important factor for buyers – buyers must be sure that vendors will take all necessary measures to protect the purchaser's personal data (VeriSign 2012). The European Commission's report of 2009 states that buyers often refuse to provide credit card information, especially if they do not trust vendors. Other customers require the use of additional security-assured technologies (Zavadskas 1999; VeriSign 2012).

When paying by international cards through www.mokejimai.lt, merchants practically avoid fraudulent payments; as well as vendors are given the opportunity to return money to the payer back to the card. This service is particularly relevant to vendors, since buyers usually use credit cards to buy goods, and only every fourth buyer uses alternative payment methods (EVP International 2012); and the return of goods takes place as often as in settlements in cash.

It should be noted that material goods, purchased through electronic networks, are delivered autonomously (not through the network). Selling goods online to customers in other countries usually means a commitment declared online, to

import or export goods and services. The seller in this case is the exporter and the buyer is the importer. In accordance with the Civil Code of the Republic of Lithuania [Article 6.359], unless the contract provides otherwise, the seller must deliver the goods to the buyer within thirty calendar days from the day the order is submitted (Law on Information Society Services of the Republic of Lithuania 2006). Most often, the seller delivers the goods at the place, designated by the buyer and covers insurance and transportation costs; the cost of processing the import documents is covered and import taxes (customs duties, import VAT, excises) are paid by the buyer himself. It should be noted that when the seller of the goods has fulfilled his obligations regarding the supply of goods, the risk of loss of or damage to the goods (as well as liabilities for the payment of expenses) passes to the buyer (Čeikauskienė 1996).

The European Commission's document (2009) states that the Commission strives to strengthen consumer confidence through various measures. Discrimination against consumers is governed by the Services Directive 2006/123/EC (Article 20). The member states are obligated to transpose fully and correctly the provisions of the directive into national law. In addition, the European Commission's document states that the Commission is developing a Guide for Consumer Rights in the World Wide Web (eYouGuide). The Online Shopping Guide (YourEurope) is already operating. The European Commission document also states that in order to speed up the Small Claims Procedure, Regulation (EC) No. 861/2007/EC (Commission of the European Communities 2009) was adopted, as partly amended by Regulation (EU) 2015/2421.

It is also worth noting that claims are governed by the European Union consumer protection rules that are not uniformly interpreted in all countries (Commission of the European Communities 2009).

4. Consumer protection in different countries of the European Union

Consumer protection is considered to be one of the most important issues of online shopping (Tran et al. 2002). During the survey, carried out by Eurobarometer in 2012, residents were asked, whether they trusted independent consumer organizations and state institutions that defended consumer rights and applied various consumer protection measures. The results of the survey showed that consumers are most likely to rely on independent consumer organizations that seek to protect their rights: 74% of respondents trust them, and the trust in such organizations is growing (in 2006, 66% of the respondents trusted in them). The majority of respondents (59%) also trust in the authorities protecting consumer rights. 22% of the population have heard that European Consumer Centers operate (Eurobarometer 2008). An absolute majority of 20 member states of the European Union agree that they can rely on organizations seeking to protect their rights. The confidence level is highest in Luxembourg (83%), Finland (83%), the Netherlands (80%), and the United Kingdom (78%), lower is in Slovenia (34%), Lithuania (39%), the Czech Republic (40%), Greece (41%), and the lowest is in Croatia (32%) (Paliulis et al. 2007).

It is further evaluated how electronic shops in different 28 countries of the European Union ensure consumer protection, while selling goods to customers in other European Union countries. The comparison of electronic shops is based on the methodology of multicriteria evaluation of complex proportional evaluation, proposed by E. K. Zavadskas, L. Simanaukas, and A. Kaklauskas (1999). This methodology applies to the evaluation of various criteria (The Civil Code of the Republic of Lithuania 2000). The complex assessment also allows the use of a generalized indicator, characterizing electronic shops and their consumer protection provisions; to evaluate mutually conflicting criteria; to take into account the importance of the different criteria for the evaluation results.

In the first stage, a matrix is created that contains as much columns, as the number of criteria, and as much rows, as comparable countries. The matrix, formed during the second stage, is normalized – it is converted to the one, in which the numerical values of the criteria do not contain any units of

measurement. In the final stage, the priority is given. The priority is given to the countries, where electronic shops provide a higher priority to consumer protection.

The comparison was based on the statistics, published by YouGovPsychonomics in 2009, covering electronic shops, located in the 27 countries of the European Union (the place of residence was identified on the basis of the place, where the company was registered, when the website's name ended with “. org”, “. com”, etc.). The survey covered 400 electronic shops, operating in different countries. They were forming (testing) proposals for buyers (10964 proposals were formed in total); most of them (81% of all offers) were intended for customers, located in other EU countries. Some online stores tested several proposals: one proposal – for 52% of electronic shops, two proposals (product groups differed) – for 17% of electronic shops, and three offers – for 31% of electronic shops (Paliulis et al. 2007).

Comparison of electronic shops has revealed that consumers' protection has a higher priority in electronic shops in Slovenia, Germany, and France than in electronic shops, located in other European Union countries; lower priority is given to online stores in Estonia, Malta, Bulgaria, Lithuania, and Latvia.

The comparison was based on the following criteria: whether buyers are introduced to the terms of purchase; whether the possibility of canceling a purchase is indicated; whether the term for cancellation is indicated in days; whether the possibility of returning goods is identified; whether it is identified that the primary price is with or without VAT; whether the final product price (including taxes and shipping costs) is identified. Based on the results of the survey, it was revealed that the average withdrawal time for a purchase is 13 days (it may range from 7 to 14 days depending on the country, in which the online shop is located); non-specified proposals without information, whether VAT is included in the primary price or not, made up 34%; the proposals excluding a final price, made up 85%; the terms and conditions of the contract were provided in 87% of the proposals; information on the right to withdraw the

purchase was submitted in 84% of the proposals, information about the cancellation of the purchase was submitted in 64% of the proposals, the average warranty served was 24 months.

It is worth noting that the empirical investigation carried out has drawbacks. The study covered only the terms and conditions, set out in the main purchasing contract, but did not include criteria, reflecting the level of fraudulent and misleading advertising, the number of complaints about quality of goods and delivery services, and unfair commercial practices that were subject to geographical limits. In particular, the study examined only those proposals that could have been made to "secret buyers", located in other countries, secondly, the formation of proposals did not respond to promotional information, attempts were made to cover the widest variety of goods, and, thirdly, when forming proposals, "secret buyers" did not have the access to the quality of goods and delivery services.

In the course of this study, the seller's compliance with consumer protection provisions was assessed; further study could be extended to the practical examination of the comfort of the buyers of goods, when it covers both the purchase of goods and services on national and foreign markets.

5. Conclusions

Having analyzed the trends in online shopping, it has been revealed that consumer protection should be given more attention. It turned out that there are more factors that hinder online shopping from sellers, located in other European Union countries. Many buyers face unfair commercial practices, complaints about the quality of goods and delivery services, misleading or fraudulent advertising, and unfair contract terms. For example, while the 2011/83/EU and 2005/29/ EC directives indicate that the final price of goods, including all taxes, has to be indicated, empirical assessments have shown that most sellers still do not name the final price and that make up 85% of the proposals.

Despite the fact that the official documents of the European Union contain the main principles of consumer protection and the various non-regular inspections of electronic shops, there is a lack of constant implementation of consumer protection measures. Therefore, in order to improve the situation in the field of consumer protection, it is proposed to implement a market monitoring mechanism and consistently apply other consumer protection measures, such as intercultural education, and measures to develop a supportive online consumer attitude approach to consumer protection. It is obvious that there is a lack of intercultural communication experience between public authorities, in addition, consumers and European Consumer Centers could share the best practices, and various media services could provide more information about European Consumer Centers, disseminate advice on choosing the right online vendors in other European Union countries.

Problems in the field of consumer protection partly arose after the increase in the number of customers, purchasing goods online in other European Union countries.

In order to highlight the situation in different 28 countries of the European Union, in the field of consumer protection, a comparison of electronic shops has been performed. It has been established that consumer protection in online sales places a higher priority in Slovenia, Germany, and France than in electronic shops, located in other European Union countries; lower priority is given to online shops in Estonia, Malta, Bulgaria, Lithuania, and Latvia.

It is believed that the results of an empirical study may be relevant to buyers, who want to buy goods online from sellers from other countries; for the sellers, who want to attract more buyers, seeking to purchase goods online; as well as for independent consumer organizations and state institutions that protect consumer rights and apply various consumer protection measures. At the end of the empirical study, there are possible directions of further studies.

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